

**AGREEMENT FOR CONSULTANT SERVICES
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
GHD INC.
FOR ON-CALL PROFESSIONAL DESIGN ENGINEERING, ENVIRONMENTAL AND/OR
CONSTRUCTION MANAGEMENT SERVICES**

This Agreement for Consultant Services (“Agreement”) entered into this ____ day of _____, 2020, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and GHD Inc., a California corporation, hereinafter referred to as “CONSULTANT,” is made upon the following considerations:

WHEREAS, COUNTY, by and through its Department of Public Works – Engineering Division, desires to retain a qualified professional to assist COUNTY in performing on-call professional design engineering, environmental and/or construction management services that are further described in Attachment A – Scope of Work, which is attached hereto and incorporated herein by reference; and

WHEREAS, such work involves the performance of professional and technical services of a temporary and occasional character; and

WHEREAS, COUNTY has no employees available to perform such services and is unable to hire employees for the performance thereof for this temporary period; and

WHEREAS, pursuant to California Government Code Section 31000, COUNTY may retain independent contractors to perform special services for COUNTY or any department thereof; and

WHEREAS, CONSULTANT represents that it is adequately trained, skilled, experienced and qualified to perform the duties and services set forth in this Agreement; and

NOW THEREFORE, the parties hereto mutually agree as follows:

ARTICLE I – INTRODUCTION

- A. The Project Manager for CONSULTANT will be Josh Wolf, Civil Engineer. The Contract Administrator for COUNTY will be Tony Seghetti, Deputy Director of Public Works, or a designee thereof.
- B. The work to be performed under this Agreement is described in Article II – Statement of Work and the approved Cost Proposal dated December 23, 2019, which is attached hereto as Attachment B – Cost Proposal & Schedule of Work and incorporated herein by reference. If there is any conflict between the approved Cost Proposal and the terms and conditions of this Agreement, this Agreement shall take precedence.
- C. CONSULTANT agrees to the fullest extent permitted by law, to indemnify, protect, defend and hold harmless COUNTY, and its agents, officers, officials, employees and volunteers, from and against any and all claims, demands, damages, losses, liabilities and costs and expenses, including, without limitation, court costs and reasonable attorneys’ and expert witness fees, arising out of any failure to comply with applicable law, injury to, or death of, any person, damage to, or loss of, property or economic loss arising out of the performance of the work described herein, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to CONSULTANT’s performance hereunder, except such loss or damage which was caused by the sole

negligence, or willful misconduct of COUNTY, as determined by a court of competent jurisdiction. The provisions of this article shall survive termination or suspension of this Agreement.

- D. In the performance of this Agreement, CONSULTANT shall act in an independent capacity. It is understood and agreed that CONSULTANT, and its agents, officers, officials, employees and subcontractors, is an independent contractor and that no relationship of employer-employee exists between the parties hereto. CONSULTANT's assigned personnel shall not be entitled to any benefits payable to employees of COUNTY.
- E. COUNTY is not required to make any deductions or withholdings from the compensation payable to CONSULTANT pursuant to the terms and conditions of this Agreement, and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT's assigned personnel. CONSULTANT, in the performance of its obligations hereunder, is only subject to the control or direction of COUNTY as to the designation of tasks to be performed and the results to be accomplished.
- F. Any third parties employed by CONSULTANT shall be entirely and exclusively under the direction, supervision and control of CONSULTANT. CONSULTANT hereby agrees to indemnify and hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.
- G. Except as expressly authorized herein, CONSULTANT's obligations hereunder are not assignable or transferable, and CONSULTANT shall not subcontract any work, without COUNTY's prior written approval. However, claims for money due to CONSULTANT under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to COUNTY.
- H. CONSULTANT shall be fully responsible to COUNTY for the negligent acts and omissions of its agents and subcontractors, and of persons either directly or indirectly employed thereby, in the same manner as persons directly employed by CONSULTANT.
- J. No alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the parties hereto; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- K. The consideration to be paid to CONSULTANT as provided herein, shall be compensation for all of CONSULTANT's expenses incurred in the performance hereof, including, without limitation, travel and per diem expenses, unless otherwise expressly so provided.

ARTICLE II – STATEMENT OF WORK

The work to be performed under this Agreement is described in Attachment A – Scope of Work and Attachment B – Cost Proposal & Schedule of Work.

ARTICLE III – CONSULTANT'S REPORTS OR MEETINGS

- A. CONSULTANT shall submit progress reports on each specific project in accordance with the Task Order. These reports shall be submitted at least once a month. The report should be sufficiently detailed for COUNTY's Contract Administrator or Project Coordinator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.

- B. CONSULTANT's Project Manager shall meet with COUNTY's Contract Administrator or Project Coordinator, as needed, to discuss progress on the projects.

ARTICLE IV – PERFORMANCE PERIOD

- A. This Agreement shall go into effect on March 10, 2020, contingent upon approval by COUNTY, and CONSULTANT shall commence work after receiving notification to proceed from COUNTY's Contract Administrator. This Agreement shall end on March 9, 2025, unless extended by written amendment.
- B. CONSULTANT is advised that any recommendation for award of this Agreement is not binding on COUNTY until this Agreement is fully executed and approved by COUNTY.
- C. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this Agreement, the terms and conditions of this Agreement shall be extended by amendment prior to the expiration of this Agreement to cover the time needed to complete the Task Order in progress only. The maximum term of this Agreement shall not exceed five (5) years.

ARTICLE V – ALLOWABLE COSTS AND PAYMENTS

- A. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in CONSULTANT's approved Cost Proposal. The specified hourly rates shall include direct salary costs, employee benefits, prevailing wages, employer payments, overhead expenses and fees. These rates are not adjustable for the performance period set forth in this Agreement. CONSULTANT will be reimbursed within thirty (30) calendar days after COUNTY's receipt of itemized invoices in duplicate.
- B. In addition, CONSULTANT will be reimbursed for actual incurred direct costs, other than salary costs, that are identified in the approved Cost Proposal and in the executed Task Order.
- C. Specific projects will be assigned to CONSULTANT through issuance of Task Orders.
- D. After a project to be performed under this Agreement is identified by COUNTY, COUNTY will prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a COUNTY Project Coordinator. The draft Task Order will be delivered to CONSULTANT for review. CONSULTANT shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead costs and fees, if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both COUNTY and CONSULTANT.
- E. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in CONSULTANT's Cost Proposal. CONSULTANT shall be responsible for any future adjustments to prevailing wage rates, including, without limitation, base hourly rates and employer payments as determined by the Department of Industrial Relations. CONSULTANT will also be responsible for paying the appropriate rate, including, without limitation, escalations that take place during the terms of the Agreement.
- F. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal. CONSULTANT shall be responsible for transportation and subsistence costs in excess of applicable state rates.

- G. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval in the form of an amendment to this Agreement for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.
- H. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.
- I. CONSULTANT shall not perform any work or services until this Agreement has been approved by COUNTY, and notification to proceed has been issued by COUNTY's Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this Agreement.
- J. A Task Order is of no force or effect until returned to COUNTY and signed by an authorized representative of COUNTY. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by COUNTY.
- K. CONSULTANT will be reimbursed within thirty (30) calendar days after COUNTY's receipt of itemized invoices in duplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this Agreement number, project title and Task Order number. Credits due COUNTY that include any equipment purchased under the provisions of Article XI – Equipment Purchase of this Agreement, must be reimbursed by CONSULTANT prior to the expiration or termination of this Agreement. Invoices shall be mailed to COUNTY's Contract Administrator at the following address:
- COUNTY: Humboldt County Department of Public Works – Engineering Division
Attention: Tony Seghetti, Contract Administrator
1106 Second Street
Eureka, California 95501
- L. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this Agreement.
- M. The total amount payable by COUNTY for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by an amendment thereto.
- N. If CONSULTANT fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.
- O. Task Orders may not be used to amend this Agreement and may not exceed the scope of work under this Agreement.
- P. The total amount payable by COUNTY for all Task Orders resulting from this Agreement shall not exceed Five Million Dollars (\$5,000,000.00). It is understood and agreed that there is no guarantee, either expressed or implied, that this dollar amount will be authorized under this Agreement.

ARTICLE VI – TERMINATION

- A. This Agreement may be terminated by COUNTY, provided that COUNTY gives not less than thirty (30) calendar days' written notice of its intent to terminate in accordance with the noticing requirements set

forth in Article XXXII – Notification of this Agreement. Upon termination, COUNTY shall be entitled to all work, including, without limitation, any and all reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

- B. COUNTY may temporarily suspend this Agreement, at no additional cost to COUNTY, provided that CONSULTANT is given written notice of the temporary suspension in accordance with the noticing requirements set forth in Article XXXII – Notification of this Agreement. If COUNTY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this Agreement. A temporary suspension may be issued concurrent with the notice of termination.
- C. Notwithstanding anything to the contrary, CONSULTANT shall not be relieved of liability for damages sustained by COUNTY by virtue of any breach of this Agreement by CONSULTANT, and COUNTY may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due COUNTY from CONSULTANT is determined.
- D. In the event of termination, CONSULTANT shall be compensated as provided for in this Agreement. Upon termination, COUNTY shall be entitled to all work, including, without limitation, any and all reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

ARTICLE VII – COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. CONSULTANT agrees that the applicable contract cost principles and procedures set forth in Part 31 of Title 48 of the Code of Federal Regulations (“CFR”) shall be used to determine the allowability of individual terms of cost.
- B. CONSULTANT also agrees to comply with the applicable administrative requirements, cost principles and audit procedures for federal awards set forth in 2 CFR Part 200.
- C. Any and all costs for which payment has been made that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 shall be subject to repayment by CONSULTANT.

ARTICLE VIII – RETENTION OF RECORDS/AUDIT

For the purpose of determining compliance with California Government Code Section 8546.7, COUNTY, CONSULTANT and any subcontractors hereunder shall maintain any and all books, documents, papers, accounting records, Indirect Cost Rate (“ICR”) work papers, and other evidence pertaining to each party’s performance hereunder, including, without limitation, the costs of administering this Agreement. All parties, including, without limitation, CONSULTANT’s independent Certified Public Accountant (“CPA”), shall make such work papers and materials available at their respective offices at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment hereunder. COUNTY, the California Department of Transportation (“Caltrans”), the Federal Highway Administration (“FHWA”) and any other duly authorized representative of the federal government having jurisdiction under federal laws or regulations, including, without limitation, the basis of federal funding in whole or in part, shall have access to any such books, records and documents for audit, examination and review, and copies thereof shall be furnished if requested without limitation.

ARTICLE IX – AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by agreement, shall be reviewed by the Humboldt County Auditor-Controller.

- B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may submit a written request for review of unresolved issues to the Humboldt County Auditor-Controller.
- C. Neither the pendency of a dispute nor its consideration by COUNTY will excuse CONSULTANT from full and timely performance, in accordance with the terms and conditions of this Agreement.
- D. This Agreement, and any subcontracts related hereto, including, without limitation, cost proposals and ICR, may be subject to audits or reviews such as, but not limited to, an agreement audit, an incurred cost audit, an ICR audit or a CPA ICR audit work paper review. If selected for audit or review, the agreement, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review, CONSULTANT shall be responsible for ensuring that any and all duly authorized local, state and federal government officials are allowed full access to the CPA's work papers including making copies as necessary. The agreement, cost proposal and ICR shall be adjusted by CONSULTANT and approved by COUNTY's Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the agreement by this reference if directed by COUNTY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, COUNTY or local governments have access to CPA work papers, will be considered a breach of the terms and conditions of this Agreement, and will be cause for termination of this Agreement and disallowance of prior reimbursed costs.
- E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigation ("IOAI"). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by CONSULTANT and approved by COUNTY's Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the terms and conditions of this Agreement, and will be cause for termination of this Agreement and disallowance of prior reimbursed costs.
1. During IOAI's review of the ICR audit work papers created by CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, COUNTY will reimburse CONSULTANT at an accepted ICR until a Federal Acquisition Regulation compliant ICR [e.g. 48 CFR Part 31; Generally Accepted Auditing Standards; Cost Accounting Standards, if applicable; in accordance with the procedures and guidelines of the American Association of State Highways and Transportation Officials Audit Guide; and other applicable procedures and guidelines] is received and approved by IOAI. Accepted rates will be as follows:
 - a. If the proposed rate is less than one hundred fifty percent (150%) – the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
 - b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) – the accepted rate will be eighty-five percent (85%) of the proposed rate.
 - c. If the proposed rate is greater than two hundred percent (200%) – the accepted rate will be seventy-five percent (75%) of the proposed rate.

2. If IOAI is unable to issue a cognizant letter per subsection E(1) of this article, IOAI may require CONSULTANT to submit a revised independent CPA audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review CONSULTANT's and/or the independent CPA's revisions.
3. If CONSULTANT fails to comply with the requirements set forth herein, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR as set forth in subsection E(1) of this article for all rendered services. In this event, the accepted ICR will become the actual and final ICR for reimbursement purposes under this Agreement.
4. CONSULTANT may submit a final invoice to COUNTY only when all of the following items have occurred: IOAI accepts or adjusts the original or revised independent CPA audited ICR; all work under this Agreement has been completed to the satisfaction of COUNTY; and IOAI has issued its final ICR review letter. CONSULTANT must submit its final invoice to COUNTY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this Agreement and all other agreements executed between COUNTY and CONSULTANT, either as a prime or subcontractor, with the same fiscal period ICR.

ARTICLE X – SUBCONTRACTING

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relationship between COUNTY and any of CONSULTANT's subcontractors hereunder, and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to COUNTY for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subcontractors is an independent obligation from COUNTY's obligation to make payments to CONSULTANT.
- B. CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by COUNTY's Contract Administrator, except that which is expressly identified in CONSULTANT's approved Cost Proposal.
- C. Any subcontract entered into as a result of this Agreement, shall contain all of the applicable provisions set forth in this Agreement.
- D. CONSULTANT shall pay its subcontractors within Fifteen (15) calendar days from receipt of each payment made to CONSULTANT by COUNTY.
- E. Any substitution of subcontractors must be approved in writing by COUNTY's Contract Administrator in advance of assigning work to a substitute subcontractor.

ARTICLE XI – EQUIPMENT PURCHASE

- A. Prior authorization in writing by COUNTY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding Five Thousand Dollars (\$5,000.00) for supplies, equipment or consultant services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

- B. For purchase of any item, service or consulting work not covered in CONSULTANT's approved Cost Proposal and exceeding Five Thousand Dollars (\$5,000.00), with prior authorization by COUNTY's Contract Administrator, three (3) competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased with funds provided under the terms and conditions of this Agreement is subject to the following:
1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two (2) years and an acquisition cost of Five Thousand Dollars (\$5,000.00) or more. If the purchased equipment needs replacement and is sold or traded in, COUNTY shall receive a proper refund or credit at the conclusion of this Agreement, or if this Agreement is terminated, CONSULTANT may either keep the equipment and credit COUNTY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established COUNTY procedures; and credit COUNTY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by COUNTY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by COUNTY.
 2. 2 CFR Part 200 requires a credit to federal funds when participating equipment with a fair market value greater than Five Thousand Dollars (\$5,000.00) is credited to the project.

ARTICLE XII – STATE PREVAILING WAGE RATES

- A. Neither CONSULTANT nor its subcontractors may be awarded an agreement containing public work elements unless registered with the California Department of Industrial Relations ("DIR") pursuant to California Labor Code Section 1725.5. Registration with DIR must be maintained throughout the entire term of this Agreement, including any subsequent extensions thereof.
- B. CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work pursuant to the terms and conditions of this Agreement are on file with Caltrans' District Labor Compliance Officer and available online at the following address: http://www.dot.ca.gov/hq/construc/LaborCompliance/documents/DistrictRegion_Map_Construction_7-8-15.pdf. These wage rates are made a specific part of this Agreement by reference pursuant to California Labor Code Section 1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at COUNTY construction sites, at COUNTY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve COUNTY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.
- C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from DIR's website at <http://www.dir.ca.gov>.
- D. By executing this Agreement, CONSULTANT, for itself, and its subcontractors, assignees and successors in interest, agrees to comply with the following requirements pertaining to preparation, retention, certification, reproduction and disclosure of payroll records:

1. CONSULTANT and its subcontractors shall keep accurate certified payroll records and supporting documents, as mandated by California Labor Code Section 1776 and as defined in Section 16000 of Title 8 of the California Code of Regulations (“CCR”), showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by CONSULTANT or its subcontractors in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 - a. The information contained in the payroll record is true and correct.
 - b. The employer has complied with the requirements of California Labor Code Sections 1771, 1811 and 1815 for any work performed by its employees on the public works project.
2. The payroll records enumerated under subsection D(1) of this article shall be certified as correct by CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by COUNTY representative’s at all reasonable hours at the principal office of CONSULTANT. CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:
 - a. A certified copy of an employee’s payroll record shall be made available for inspection or furnished to the employee or the employee’s authorized representative upon request.
 - b. A certified copy of all payroll records enumerated in subsection D(1) of this article shall be made available for inspection or furnished upon request to a representative of COUNTY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the DIR. Certified payrolls submitted to COUNTY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by CONSULTANT.
 - c. The public shall not be given access to certified payroll records by CONSULTANT. CONSULTANT is required to forward any requests for certified payrolls to COUNTY’s Contract Administrator by both email and regular mail on the business day following receipt of the request.
3. CONSULTANT shall submit a certified copy of the records enumerated in subsection D(1) of this article to the entity that requested the records within ten (10) calendar days after receipt of a written request.
4. Any records made available for inspection as copies and furnished upon request to the public or any public agency by COUNTY shall be redacted or obliterated in such a manner as to prevent disclosure of each individual’s name, address and social security number. The name and address of CONSULTANT or its subcontractors performing the work shall not be redacted or obliterated.
5. CONSULTANT shall inform COUNTY of the location of the records enumerated under subsection D(1) of this article, including, without limitation, the street address, city and county, and shall, within five (5) business days, provide a notice of a change of location and address.
6. CONSULTANT and its subcontractors shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in subsection D(1) of this article. In the event of CONSULTANT’s failure to comply within the ten (10) day period,

CONSULTANT shall, as a penalty to COUNTY, forfeit One Hundred Dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by COUNTY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this subsection due to the failure of a subcontractor to comply with the requirements set forth herein.

- E. When prevailing wage rates apply, CONSULTANT shall be responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by COUNTY's Contract Administrator.
- F. By executing this Agreement, CONSULTANT, for itself, and its subcontractors, assignees and successors in interest, agrees to comply with the following requirements pertaining to the imposition and payment of any and all penalties resulting from CONSULTANT's noncompliance with any applicable local, state and federal prevailing wage laws, regulations and standards:
1. CONSULTANT and its subcontractors shall comply with California Labor Code Sections 1774 and 1775. Pursuant to California Labor Code Section 1775, CONSULTANT and its subcontractors shall forfeit to COUNTY a penalty of not more than Two Hundred Dollars (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under this Agreement by CONSULTANT or by its subcontractors in violation of the requirements of any applicable local, state or federal laws, regulations or standards, including, without limitation, California Labor Code Sections 1770, *et seq.*
 2. The amount of the forfeiture described in subsection F(1) of this article shall be determined by the California Labor Commissioner and shall be based on consideration of mistake, inadvertence or neglect of CONSULTANT or its subcontractors in failing to pay the correct rate of prevailing wages, or the previous record of CONSULTANT or its subcontractors in meeting their respective prevailing wage obligations, or the willful failure by CONSULTANT or its subcontractors to pay the correct rates of prevailing wages. A mistake, inadvertence or neglect in failing to pay the correct rates of prevailing wages is not excusable if CONSULTANT or its subcontractors had knowledge of the obligations under the California Labor Code. CONSULTANT shall be responsible for paying the appropriate rate, including, without limitation, any escalations that take place during the term of this Agreement and any extensions thereof.
 3. In addition to the penalty described in subsection F(1) of this article, and pursuant to California Labor Code Section 1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by CONSULTANT or its subcontractors.
 4. If workers employed by CONSULTANT's subcontractors on a public works project are not paid the general prevailing per diem wages by the subcontractors, CONSULTANT shall not liable for the penalties described in subsections F(1) and F(3) of this article, unless CONSULTANT had knowledge of the subcontractors' failure to pay the specified prevailing rate of wages to those workers or CONSULTANT fails to comply with all of the following requirements:
 - a. The subcontracts executed between CONSULTANT and the subcontractors for the performance of work on public works projects shall include a copy of the requirements in California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813 and 1815.

- b. CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractors to their employees by periodic review of the subcontractors' certified payroll records.
 - c. Upon becoming aware of the subcontractors' failure to pay the specified prevailing rate of wages to the subcontractors' employees, CONSULTANT shall diligently take corrective action to halt or rectify the failure, including, without limitation, retaining sufficient funds due the subcontractors for work performed on the public works project.
 - d. Prior to making final payment to the subcontractors for work performed on the public works project, CONSULTANT shall obtain an affidavit signed under penalty of perjury from the subcontractors that they have paid the specified general prevailing rate of per diem wages to their employees on the public works project and any amounts due pursuant to California Labor Code Section 1813.
5. Pursuant to California Labor Code Section 1775, COUNTY shall notify CONSULTANT within fifteen (15) calendar days after the receipt of a complaint that any of its subcontractors have failed to pay their employees the general prevailing rate of per diem wages.
 6. If COUNTY determines that any of CONSULTANT's subcontractors have not paid their employees the general prevailing rate of per diem wages, and if COUNTY did not retain sufficient money to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, CONSULTANT shall withhold an amount of money due the subcontractors sufficient to pay those employees the general prevailing rate of per diem wages, if requested by COUNTY.
- G. CONSULTANT shall forfeit, as a penalty to COUNTY, Twenty-Five Dollars (\$25.00) for each worker employed in the execution of this Agreement by CONSULTANT or any of its subcontractors for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one (1) calendar week in violation of the provisions of the California Labor Code, including, without limitation, Sections 1810 to 1815 thereof, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one (1) week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in California Labor Code Section 1815.
- H. By executing this Agreement, CONSULTANT, for itself, and its subcontractors, assignees and successors in interest, agrees to comply with the following requirements pertaining to the employment of apprentices:
1. CONSULTANT, and any of its subcontractors working under a subcontract exceeding Thirty Thousand Dollars (\$30,000.00), shall comply with all applicable requirements regarding the employment of apprentices set forth in California Labor Code Sections 1777.5, 1777.6 and 1777.7.
 2. CONSULTANT and its subcontractors shall comply with any and all California Labor Code requirements regarding the employment of apprentices, including, without limitation, mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and its subcontractors are advised to review the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to-apprentice ratios. CONSULTANT shall be responsible for its subcontractors' compliance with these requirements. Penalties are specified in California Labor Code Section 1777.7.

ARTICLE XIII – CONFLICT OF INTEREST

- A. During the term of this Agreement, and any extensions thereof, CONSULTANT shall disclose any financial, business or other relationship with COUNTY that may have an impact upon the outcome of this Agreement or any ensuing COUNTY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this Agreement or any ensuing COUNTY construction project which will follow.
- B. CONSULTANT certifies that it has disclosed to COUNTY any actual, apparent or potential conflicts of interest that may exist relative to the services to be provided hereunder. CONSULTANT agrees to advise COUNTY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this Agreement. CONSULTANT further agrees to complete any statements of economic interest if required by any applicable local, state or federal laws, regulations or standards.
- C. CONSULTANT hereby certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.
- D. CONSULTANT hereby certifies that neither CONSULTANT nor any of its subcontractors, or any firm affiliated with CONSULTANT or its subcontractors, that bids on any construction contract or on any agreement to provide construction inspection for any construction project resulting from this Agreement, has established necessary controls to ensure that a conflict of interest does not exist. For purposes of this Agreement, an affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

ARTICLE XIV – REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

CONSULTANT warrants that this Agreement was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any COUNTY employee. For breach or violation of this warranty, COUNTY shall have the right, in its sole discretion, to terminate this Agreement without liability, to pay only for the value of the work actually performed or to deduct from the amount owed under this Agreement, or otherwise recover, the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XV – PROHIBITION OF EXPENDING COUNTY, STATE OR FEDERAL FUNDS FOR LOBBYING

- A. CONSULTANT certifies, to the best of its knowledge and belief, that:
 - 1. No local, state or federal appropriated funds have been paid or will be paid, by or on behalf of CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, state or federal agency, a member of the California State Legislature or United States Congress, an officer or employee of the California State Legislature or Congress or any employee of a member of the California State Legislature or Congress in connection with the awarding or making of this Agreement, or with the extension, continuation, renewal, amendment or modification of this Agreement.
 - 2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this Agreement, CONSULTANT shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

- B. This certification is a material representation of fact upon which reliance was placed when this Agreement was made and entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352 of Title 31 of the United States Code (“USC”). Any person who fails to file the required certification shall be subject to a civil penalty of not less than Ten Thousand Dollars (\$10,000.00) and not more than One Hundred Thousand Dollars (\$100,000.00) for each such failure.
- C. CONSULTANT also agrees by executing this Agreement that it shall require that the language of this certification be included in all lower tier subcontracts, which exceed One Hundred Thousand Dollars (\$100,000.00), and that all such subrecipients shall certify and disclose accordingly.

ARTICLE XVI – NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

- A. CONSULTANT’s signature affixed herein shall constitute a certification, under penalty of perjury under the laws of the State of California, that CONSULTANT has, unless exempt, complied with the nondiscrimination requirements of California Government Code Section 12990 and 2 CCR Section 8103.
- B. During the performance of this Agreement, CONSULTANT and its subcontractors shall not deny any benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation or military and veteran status, nor shall they unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation or military and veteran status. CONSULTANT and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- C. CONSULTANT and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (California Government Code Sections 12990, *et seq.*) and the applicable regulations promulgated thereunder (2 CCR Sections 11000, *et seq.*), the provisions of California Government Code Sections 11135 through 11139.5 and the regulations or standards adopted by COUNTY to implement this article. The applicable regulations of the Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in 2 CCR Sections 8100 through 8504, are hereby incorporated into this Agreement by reference and made a part hereof as if set forth in full.
- D. CONSULTANT shall permit access by representatives of COUNTY and any other duly authorized local, state and federal agencies, including, without limitation, the California Department of Fair Employment and Housing, upon reasonable notice at any time during normal business hours, but in no case less than twenty-four (24) hours’ notice, to its facilities, books, records, accounts and all other sources of information as COUNTY or any other duly authorized local, state or federal agency shall require to ascertain compliance with this article.
- E. CONSULTANT and its subcontractors shall give written notice of their obligations under this article to any and all labor organizations with which they have a collective bargaining or other agreement.
- F. CONSULTANT shall include the nondiscrimination and compliance provisions of this article in all subcontracts to perform work under this Agreement.
- G. CONSULTANT, with regard to the work performed pursuant to the terms and conditions of this Agreement, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 USC Sections

2000d, *et seq.*) which provides that recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age or disability, be excluded from participation in, denied the benefits of or be subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

- H. CONSULTANT shall comply with any and all applicable local, state and federal laws, regulations and standards pertaining to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 CFR Part 21 – Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Section 21.5, including, without limitation, employment practices and the selection and retention of subcontractors.

ARTICLE XVII – DEBARMENT AND SUSPENSION CERTIFICATION

- A. CONSULTANT’s signature affixed herein shall constitute a certification, under penalty of perjury under the laws of the State of California, that CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:
1. Is not currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal agency;
 2. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years;
 3. Does not have a proposed debarment pending; and
 4. Has not been indicted, convicted or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- B. Any exceptions to this certification must be disclosed to COUNTY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency and the dates of agency action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the United States General Services Administration are to be determined by FHWA.

ARTICLE XVIII – DISADVANTAGED BUSINESS ENTERPRISES PARTICIPATION

- A. This Agreement is subject to the requirements of 49 CFR Part 26 entitled “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.” CONSULTANT shall assist COUNTY in a good faith effort to achieve California’s statewide overall Disadvantaged Business Enterprises (“DBE”) participation goal.
- B. The goal for DBE participation for this Agreement is Twelve Percent (12%). Participation by DBE consultants or subcontractors shall be in accordance with Attachment C – Consultant Proposal DBE Commitment (Exhibit 10-O1), or Attachment D – Consultant Contract DBE Commitment (Exhibit 10-O2), which are attached hereto and incorporated herein by reference. If a DBE subcontractor is unable to perform, CONSULTANT must make a good faith effort to replace such subcontractor with another DBE subcontractor, if the DBE participation goal set forth herein is not otherwise met.

- C. CONSULTANT can meet the DBE participation goal set forth herein by either documenting commitments to DBEs to meet the DBE participation goal set forth herein, or by documenting adequate good faith efforts to meet the DBE participation goal set forth herein. An adequate good faith effort means that CONSULTANT must show that it has taken any and all necessary and reasonable steps to achieve a DBE participation goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE participation goal. If CONSULTANT has not met the DBE participation goal set forth herein, CONSULTANT must complete and submit Attachment E – DBE Information, Good Faith Efforts (Exhibit 15-H), which is attached hereto and incorporated herein by reference, to document the efforts made to meet the DBE participation goal set forth herein. Refer to 49 CFR Part 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.
- D. DBEs and other small businesses, as defined in 49 CFR Part 26, are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. COUNTY, CONSULTANT and any subcontractors hereunder shall not discriminate on the basis of race, color, national origin or sex in the performance of this Agreement. CONSULTANT shall carry out any and all applicable requirements of 49 CFR part 26 in the award and administration of United States Department of Transportation assisted agreements. CONSULTANT’s failure to carry out these requirements shall constitute a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as COUNTY deems appropriate, including, without limitation: withholding monthly progress payments; assessing sanctions or liquidated damages; and/or disqualifying CONSULTANT or any subcontractor hereunder from future bidding as non-responsible.
- E. A DBE firm may be terminated only with prior written approval from COUNTY for the reasons specified in 49 CFR Section 26.53(f). Prior to requesting COUNTY’s consent for the termination, CONSULTANT must meet the procedural requirements specified in 49 CFR Section 26.53(f). If a DBE subcontractor is unable to perform, CONSULTANT must make a good faith effort to replace such subcontractor with another DBE subcontractor, if the DBE participation goal set forth herein is not otherwise met.
- F. CONSULTANT shall not be entitled to any payment for such work or material unless it is performed or supplied by the listed DBE or by other forces, including those of CONSULTANT, pursuant to prior written authorization of COUNTY’s Contract Administrator.
- G. A DBE is only eligible to be counted toward the DBE participation goal set forth herein if it performs a commercially useful function (“CUF”). CUF must be evaluated on an agreement by agreement basis. A DBE performs a CUF when it is responsible for execution of the work of the agreement and is carrying out its responsibilities by actually performing, managing and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the agreement, for negotiating price, determining quality and quantity and ordering, installing and paying for materials, if applicable. To determine whether a DBE is performing a CUF, the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the agreement is commensurate with the work it is actually performing and other relevant factors must be evaluated.
- H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, agreement or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is an extra participant, similar transactions, particularly those in which DBEs do not participate, must be examined.
- I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its agreement with its own work force, or the DBE subcontracts a greater portion of the work of the agreement than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.

- J. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid to each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- K. Upon completion of this Agreement, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise First-Tier Subconsultants [Exhibit 17-F of the Local Assistance Procedures Manual], certified correct by CONSULTANT, or an authorized representative thereof, and shall be furnished to COUNTY's Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until such summary is submitted. Any amounts withheld as a result of a failure to provide a summary of DBE payments will be returned to CONSULTANT when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprise First-Tier Subconsultants" is submitted to COUNTY's Contract Administrator.
- L. If a DBE subcontractor is decertified during the life of this Agreement, the decertified subcontractor shall notify CONSULTANT in writing with the date of decertification. If any of CONSULTANT's subcontractors become certified DBEs during the term of this Agreement, such subcontractors shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to COUNTY's Contract Administrator within thirty (30) calendar days.
- M. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this article.

ARTICLE XIX – INSURANCE AND INDEMNIFICATION

- A. Prior to the execution of this Agreement, CONSULTANT shall furnish to COUNTY satisfactory proof that CONSULTANT has taken out for the entire term of this Agreement, as further described below, the following insurance, in a form satisfactory to COUNTY, and with an insurance carrier satisfactory to COUNTY, authorized to do business in the State of California with a current A.M. Bests rating of no less than A; VII or its equivalent, which will protect those described below from claims which arise out of, or in connection with, the acts or omissions of CONSULTANT for which CONSULTANT may be legally liable, whether performed by CONSULTANT, or by those employed directly or indirectly thereby, or by anyone for whose acts CONSULTANT may be liable:
1. Commercial General Liability Insurance, written on an "occurrence" basis, which shall provide coverage for bodily injury, death and property damage resulting from operations, products liability, blasting, explosion, collapse of buildings or structures, damage to underground structures and utilities, liability for slander, false arrest and invasion of privacy arising out of construction management operations, blanket contractual liability, broad form endorsement, a construction management endorsement, products and completed operations, personal and advertising liability, with per location limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence for any one (1) incident, subject to a deductible of not more than Fifty Thousand Dollars (\$50,000.00) payable by CONSULTANT. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
 2. Business Automobile Liability Insurance with limits not less than One Million Dollars (\$1,000,000.00) for each occurrence including coverage for owned, non-owned and hired vehicles,

subject to a deductible of not more than Ten Thousand Dollars (\$10,000.00) payable by CONSULTANT.

3. Workers' Compensation Insurance, as required by the California Labor Code, with statutory limits and Employers' Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY and its agents, officers, officials, employees and volunteers. In the event CONSULTANT is self-insured, a Certificate of Permission to Self-Insure, signed by the California Department of Industrial Relations – Administration of Self-Insurance, shall be filed with the Clerk of the Humboldt County Board of Supervisors.
 4. Professional Liability Insurance – Error and Omission Coverage, including coverage in an amount no less than Two Million Dollars (\$2,000,000.00) for each occurrence (Four Million Dollars (\$4,000,000.00) general aggregate), subject to a self-insured retention not to exceed Five Hundred Thousand Dollars (\$500,000.00) payable by CONSULTANT. Said insurance shall be maintained for the statutory period during which CONSULTANT may be exposed to liability. Such coverage shall be incorporated into CONSULTANT's agreements with any other entities.
- B. CONSULTANT's insurance policies shall, unless otherwise specified herein, be endorsed with the following provisions:
1. CONSULTANT's Commercial General Liability policy and Automobile Liability policy shall name COUNTY, and its agents, officers, officials, employees and volunteers, as additional insureds, but only with respect to liability arising out of the activities of the named insured, and there shall be a waiver of subrogation as to each named and additional insured. Said policy shall also contain a provision stating that such coverage:
 - a. Includes contractual liability.
 - b. Is the primary insurance with regard to COUNTY.
 - c. Does not contain exclusions as to property damage caused by explosion or collapse of structures or underground damage, commonly referred to as "XCU Hazards."
 - d. Does not contain a pro-rated excess only and/or escape clause.
 - e. Contains a cross liability, severability of interest or separation of insureds clause.
 2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) calendar days prior written notice being provided to COUNTY in accordance with the notice provisions set forth herein. It is further understood that CONSULTANT shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
 3. The inclusion of more than one (1) insured shall not operate to impair the rights of one (1) insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one (1) insured shall not operate to increase the limits of the insurer's liability.
 3. Any failure to comply with the provisions of this Agreement shall not affect the coverage provided to COUNTY or its agents, officers, officials, employees and volunteers.

5. For claims related to this Agreement, CONSULTANT's insurance is the primary coverage to COUNTY, and any insurance or self-insured programs maintained thereby are excess to CONSULTANT's insurance and will not be used to contribute therewith.
 6. CONSULTANT shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, COUNTY. If CONSULTANT does not keep all required policies in full force and effect, COUNTY may, in addition to any other available remedies, take out the necessary insurance and deduct the cost of said insurance from the monies owed to CONSULTANT under this Agreement.
 7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and CONSULTANT shall be required to purchase additional coverage to meet the above-referenced aggregate limits.
 8. Nothing contained herein shall be construed as limiting the extent to which CONSULTANT or its subcontractors may be held responsible for payment of damages resulting from their operations.
- C. Any and all insurance notices required to be given pursuant to the terms of this Agreement shall be sent to the addresses set forth below in accordance with the notice requirements contained herein.

CONSULTANT: GHD Inc.
Attention: Josh Wolf, Project Manager
718 Third St.
Eureka, California 95501

COUNTY: County of Humboldt
Attention: Risk Management
825 Fifth Street, Room 131
Eureka, California 95501

AND

Humboldt County Department of Public Works – Engineering Division
Attention: Tony Seghetti, Contract Administrator
1106 Second Street
Eureka, California 95501

- D. In connection with the performance of the design professional services required hereunder, CONSULTANT shall, to the fullest extent permitted by law, and in accordance with California Civil Code Section 2782.8, indemnify, defend and hold harmless COUNTY, and its agents, officers, officials, employees and volunteers, from any claim, liability, loss, injury or damage (referred to collectively as "Litigation") that arises out of, pertains to, relates to, or is connected with, performance of this Agreement due to the negligence, recklessness or willful misconduct of CONSULTANT and/or its agents, employees or subcontractors. CONSULTANT shall reimburse COUNTY for all costs, attorneys' fees, expenses and liabilities incurred with respect to any Litigation in which CONSULTANT is obligated to indemnify and defend COUNTY under this Agreement.
- E. In connection with the performance of the non-design professional services required hereunder, if any, CONSULTANT shall hold harmless, defend and indemnify COUNTY and its officers, officials,

employees and volunteers from and against any and all liability, loss, damage, expense and costs of any kind or nature, including, without limitation, costs and fees of Litigation, arising out of, or in connection with, CONSULTANT's performance of, or failure to comply with, any of its obligations contained in this Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY. CONSULTANT shall reimburse COUNTY for all costs, attorneys' fees, expenses and liabilities incurred with respect to any Litigation in which CONSULTANT is obligated to indemnify and defend COUNTY under this Agreement.

ARTICLE XX – FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only, if sufficient funds are made available to COUNTY for the purpose of this Agreement. In addition, this Agreement is subject to any additional local, state and federal restrictions, limitations, conditions and legal obligations that may affect the provisions, terms, conditions or funding of this Agreement in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this Agreement may be amended to reflect any reduction in funds.
- D. COUNTY has the option to terminate this Agreement pursuant to Article VI – Termination, or by mutual agreement to amend this Agreement to reflect any reduction of funds.

ARTICLE XXI – CHANGE IN TERMS

- A. This Agreement may be amended or modified only by mutual written agreement of the parties.
- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by COUNTY's Contract Administrator.
- C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this Agreement without prior written approval by COUNTY's Contract Administrator.

ARTICLE XXII – CONTINGENT FEE

CONSULTANT warrants, by execution of this Agreement that no person or selling agency has been employed, or retained, to solicit or secure this Agreement upon an agreement or understanding, for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, COUNTY has the right to annul this Agreement without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the price or consideration to be paid hereunder, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XXIII – DISPUTES

Prior to either party commencing any legal action under this Agreement, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) calendar

days of good-faith negotiations, and as may be otherwise provided herein, then either party may commence legal action against the other.

- A. Any dispute, other than audit, concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be decided by a committee consisting of COUNTY's Contract Administrator and other COUNTY officials, who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than thirty (30) calendar days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may submit a written request for review by COUNTY's governing board of unresolved claims or disputes, other than audit.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this Agreement.

ARTICLE XXIV – INSPECTION OF WORK

CONSULTANT and its subcontractors shall permit COUNTY, the State of California and the FHWA, if federal participating funds are used in this Agreement, to review and inspect the project activities and files at all reasonable times during the performance period of this Agreement.

ARTICLE XXV – SAFETY

- A. CONSULTANT shall comply with any and all California Division of Occupational Safety and Health (“Cal-OSHA”) regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by the Humboldt County Risk Manager and other COUNTY representatives. CONSULTANT's personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Section 591 of the California Vehicle Code, COUNTY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11 through 15 of the California Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. CONSULTANT must have any and all applicable CAL-OSHA permits, as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work, method, operation or process related to the construction or excavation of trenches which are five (5) feet deep or deeper.
- D. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this article.

ARTICLE XXVI – OWNERSHIP OF DATA

- A. It is mutually agreed that all materials prepared by CONSULTANT pursuant to the terms and conditions of this Agreement shall become the property of COUNTY, and CONSULTANT shall have no property rights therein whatsoever. Immediately upon termination of this Agreement, COUNTY shall be entitled to, and CONSULTANT shall deliver to COUNTY, any and all reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in

performing this Agreement, which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to COUNTY which is in CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered pursuant to the terms and conditions of this Agreement must be approved in writing by COUNTY.

- B. Additionally, it is agreed that the parties intend this Agreement to be an agreement for services and each considers the products and results of the services rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work and all rights therein, including, without limitation, copyrights, belongs to and shall be the sole and exclusive property of COUNTY without restriction or limitation upon its use or dissemination by COUNTY. Any reuse of such works made for hire outside the scope of work for which it was developed, or any alteration of them whatsoever, without CONSULTANT's review and approval shall be at COUNTY'S sole risk.
- C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one (a) detailed in a particular Task Order. Any reuse by COUNTY for another project or project location shall be at COUNTY's sole risk.
- D. Each party hereto agrees to comply with any and all applicable local, state and federal laws, regulations and standards pertaining to patent rights, including, without limitation, 48 CFR Subpart 27.3 – Patent Rights under Government Contracts.
- E. COUNTY may permit CONSULTANT to copyright reports or other byproducts of this Agreement. If copyrights are permitted; FHWA shall be granted a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use; and to authorize others to use, the work for government purposes.
- F. Any subcontract in excess of Twenty-Five Thousand Dollars (\$25,000.00) entered into as a result of this Agreement shall contain all of the provisions of this article.

ARTICLE XXVII – CLAIMS FILED BY COUNTY'S CONSTRUCTION CONTRACTOR

- A. If claims are filed by COUNTY's construction contractor relating to work performed by CONSULTANT, and additional information or assistance from CONSULTANT is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with COUNTY's Contract Administrator and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONSULTANT shall, upon reasonable notice from COUNTY, allow interviews of all personnel that COUNTY considers essential to assist in defending against construction contractor claims. Consultation or testimony will be reimbursed at the same rates, including, without limitation, travel costs, that are being paid for CONSULTANT's services under this Agreement.
- C. Services of CONSULTANT in connection with COUNTY's construction contractor claims will be performed pursuant to a written contract amendment which extends the expiration date of this Agreement, if necessary, in order to resolve such construction claims.
- D. Any subcontract in excess of Twenty-Five Thousand Dollars (\$25,000.00) entered into as a result of this Agreement shall contain all of the provisions of this article.

ARTICLE XXVIII – CONFIDENTIALITY OF DATA

- A. In the performance of this Agreement, CONSULTANT may receive information that is confidential under local, state or federal laws, regulations and standards. CONSULTANT hereby agrees to protect all confidential information in accordance with any and all applicable local, state and federal laws, regulations and standards.
- B. All financial, statistical, personal, technical or other data and information relative to COUNTY's operations, which are designated confidential by COUNTY and made available to CONSULTANT in order to carry out this Agreement, shall be protected by CONSULTANT from unauthorized use and disclosure.
- C. Permission to disclose information on one (1) occasion, or disclosure at a public hearing held by COUNTY relating to this Agreement, shall not authorize CONSULTANT to further disclose such information or disseminate the same on any other occasion.
- D. CONSULTANT shall not comment publicly to the press or any other media outlet regarding this Agreement or COUNTY's actions on the same, except to COUNTY's staff, CONSULTANT's own personnel involved in the performance of this Agreement, at public hearings or in response to questions from a legislative committee.
- E. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this Agreement without prior review of the contents thereof by COUNTY, and receipt of COUNTY's written permission.
- F. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity, other than COUNTY, Caltrans and/or FHWA. All of the materials prepared or assembled by CONSULTANT pursuant to the terms and conditions of this Agreement are confidential and CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of COUNTY or except by court order. If CONSULTANT, or any of its agents, officers, employees or subcontractors, does voluntarily provide information in violation of this Agreement, COUNTY has the right to reimbursement and indemnity from CONSULTANT for any damages caused by CONSULTANT releasing such information, including, without limitation, COUNTY's attorney's fees, expert witness fees and disbursements.
- G. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this article.

ARTICLE XXIX – NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with California Public Contract Code Section 10296, CONSULTANT hereby states under penalty of perjury that no more than one (1) final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within two (2) years prior to the execution this Agreement because of CONSULTANT's failure to comply with an order of a federal court that requires CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXX – EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by COUNTY. A copy of COUNTY's evaluation report will be sent to CONSULTANT for comments. COUNTY's evaluation report along with CONSULTANT's comments shall be retained in accordance with the record retention provisions set forth herein.

ARTICLE XXXI – RETENTION OF FUNDS

- A. No retainage will be withheld by COUNTY from progress payments due to CONSULTANT. Retainage by CONSULTANT or its subcontractors is prohibited, and no retainage will be held by CONSULTANT from progress due to its subcontractors. Any violation of this provision shall subject CONSULTANT or its subcontractors to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to CONSULTANT or its subcontractors in the event of a dispute involving late payment or nonpayment by CONSULTANT or deficient performance or noncompliance by CONSULTANT's subcontractors. This provision applies to both DBE and non-DBE subcontractors.
- B. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this article.

ARTICLE XXXII – NOTIFICATION

Any and all notices required hereunder, and communications regarding interpretation of, and changes to, the terms and conditions of this Agreement, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

CONSULTANT: GHD Inc.
Attention: Josh Wolf, Project Manager
718 Third St.
Eureka, California 95501

COUNTY: Humboldt County Department of Public Works – Engineering Division
Attention: Tony Seghetti, Contract Administrator
1106 Second Street
Eureka, California 95501

ARTICLE XXXIII – GOVERNING LAW, PRACTICE STANDARDS AND BINDING EFFECT

- A. This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.
- B. CONSULTANT agrees to comply with any and all local, state and federal laws, regulations and standards applicable to its performance hereunder, including, without limitation, the Americans with Disabilities Act. CONSULTANT further agrees to comply with any and all applicable local, state and federal accrediting, licensure and certification requirements.
- C. This Agreement is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the provisions, terms, conditions or funding of this Agreement. This Agreement shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or is not correctly stated, the parties agree to amend the pertinent section to make such insertion or correction.
- D. In the event any law, regulation or standard referred to herein is amended during the term of this Agreement, the parties agree to comply with the amended provision as of the effective date thereof.

- E. CONSULTANT warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. CONSULTANT's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.
- F. The terms of this Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and permitted assigns of the parties.

ARTICLE XXXIV – NO WAIVER OF DEFAULT

- A. The waiver by either party of any breach of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.
- B. In no event shall any payment by COUNTY constitute a waiver of any breach of this Agreement which may then exist on the part of CONSULTANT. Neither shall such payment impair or prejudice any remedy available to COUNTY with respect to the breach or default. COUNTY shall have the right to demand repayment of, and CONSULTANT shall promptly refund, any funds disbursed to CONSULTANT hereunder, which COUNTY determines were not expended in accordance with the terms of this Agreement.

ARTICLE XXXV – ATTORNEY FEES ON BREACH

If either party shall commence any legal action, including, without limitation, an action for declaratory relief, against the other by reason of the alleged failure of the other to perform any of its obligations hereunder, the prevailing party in said action shall be entitled to recover court costs and reasonable attorneys' fees, including, but not limited to, the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorney's fees on appeal, if applicable. As used herein, "prevailing party" means the party who dismisses an action in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

ARTICLE XXXVI – NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE

By executing this Agreement, CONSULTANT certifies that it is not a Nuclear Weapons Contractor, in that CONSULTANT is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. CONSULTANT agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor, as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if CONSULTANT subsequently becomes a Nuclear Weapons Contractor.

ARTICLE XXXII – CONTRACT

The two (2) parties to this Agreement, who are the before named CONSULTANT and the before named COUNTY, hereby agree that this Agreement constitutes the entire agreement which is made and concluded in duplicate between the two (2) parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this Agreement as evidenced by the signatures below.

[Signatures on Following Page]

ARTICLE XXXVIII – SIGNATURES

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

(1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND

(2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR ASSISTANT TREASURER.


GHD INC.:

By: 

Date: February 24, 2020

Name: Russell A. Wenham, RCE 43162

Title: Principal / Vice President

By: 

Date: 24 FEB 2020

Name: J. Duncan Findlay

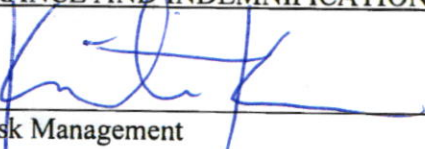
Title: Secretary

COUNTY OF HUMBOLDT:

By: _____
Estelle Fennell
Chair, Humboldt County Board of Supervisors

Date: _____

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: 
Risk Management

Date: 3/2/2020

LIST OF ATTACHMENTS:

- Attachment A – Scope of Work
- Attachment B – Cost Proposal & Schedule of Work
- Attachment C – Consultant Proposal DBE Commitment (Exhibit 10-01)
- Attachment D – Consultant Contract DBE Commitment (Exhibit 10-02)
- Attachment E – DBE Information, Good Faith Efforts (Exhibit 15-H)
- Attachment F – Consultant Certification of Contract Costs and Financial management System (Exhibit 10-K for Prime and Subconsultants)
- Attachment G – Disclosure of Lobbying Activities (Exhibit 10-Q)
- Attachment H – Liability Insurance

Russell A. Wenham, RCE 43162
Principal / Vice President

Attachment A – Scope of Work



**SCOPE OF SERVICES
FOR
COUNTY OF HUMBOLDT**

**ON-CALL PROFESSIONAL DESIGN ENGINEERING, ENVIRONMENTAL AND
CONSTRUCTION MANAGEMENT SERVICES**

December 23, 2019

The following is the proposed GHD (consultant) preliminary scope of work for tasks under Agreement for the On-Call Professional Design Engineering, Environmental and Construction Management Services. Final scope of services will be developed by the County and GHD for each individual Task Order. It is understood that some of the services covered under this contract are design professional services and will be performed under the responsible charge of a Registered Engineer in the State of California. It is also understood that all work performed under this contract is considered to be performed by consultant, whether it be by consultant or a sub-consultant under contract to consultant. The following are general Environmental, Engineering and Construction Management Services anticipated for providing on-call assistance on projects, some with Federal aid funding. The scope of services will be conducted in accordance Caltrans Local Assistance Procedures Manual (LAPM).

SCOPE OF SERVICES

The tasks below defined GHD's scope of services.

Task 1 – Project Management, Meetings and Coordination

This project will require regular communication and close coordination with team members, the County, Caltrans, and other project stakeholders. This task also includes reviewing the project status on a regular basis, providing progress updates to the County, managing project budgets and schedules, assisting the County in coordinating with the various agencies involved, and coordinating and performing quality control and quality assurance reviews. As part of the ongoing project coordination, management process, GHD anticipates participating in regular meetings (or conference calls) with the County, Caltrans, and other stakeholders, to provide updates on project status, review project designs and issues, and receive input and direction.

Deliverables:

- *Meeting agenda - paper copies at the meeting.*

Task 2 – Environmental Studies, CEQA, NEPA and Environmental Permit Applications

GHD will complete the following as deemed necessary for environmental compliance of each project.

- Preliminary Environmental Study (PES) including Project Description and APE Map
- Cultural Resources Study, Historic Property Survey Report and Archaeological Survey Report
- Special Status Plant and Animal Surveys and Reports
- Wetland Delineation Reports
- Natural Environment Study (NES)
- Initial Site Assessment (ISA)
- Visual Impact Assessment (VIA) or Visual Resources Technical Memorandum (VRTM)



- CEQA and NEPA Documentation
- Environmental Permit Applications

Deliverables:

- *Draft and Final PES Form (electronic PDF)*
- *Draft and Final CRS, ASR and HPSR (electronic PDFs)*
- *Draft and Final Special-status Plant and Animal Report*
- *Draft and Final Wetland Delineation Report (electronic PDF)*
- *Draft and Final NES Report (electronic PDF)*
- *Draft and Final Initial Site Assessment (electronic PDF)*
- *Draft and Final VIA or VRTM (electronic PDF)*
- *Draft and Final CEQA/NEPA Documentation*
- *Draft and Final Permit Applications*

Task 3 – Engineering Studies & Preliminary Design

GHD will develop preliminary design plans for the storm damage repairs. The preliminary design plans will be developed to 15% and 35% completeness intended to convey the design intent. The plans will show conceptual geometrics, alignments, typical sections and general improvements. Under this task GHD will also conduct engineering studies to support the preliminary design. These engineering studies include but are not limited to:

- Geotechnical Investigation and Reports
- Hydrologic/Hydraulic Studies
- Traffic Engineering Studies
- Topographic and Right-of-Way Surveys

Deliverables:

- *Draft and Final Geotechnical Study Report (electronic PDF)*
- *Draft and Final Hydrologic/Hydraulic Reports (electronic PDF)*
- *Draft and Final Traffic Engineering Reports (electronic PDF)*
- *Topographic and Right-of-Way Survey and Exhibits (Electronic PDFs)*
- *15% Plans (Electronic PDFs and up to ten (10) hard copies).*
- *35% Plans and Opinion of Probable Construction Cost (Electronic PDF and up to ten (10) hard copies).*

Task 4 – Final Design

GHD will prepare plans, specifications, estimates (PS&E) and contract bid documents for the project, based upon the 35% design plans developed during preliminary design. The primary objective of the final design will be to develop a set of plans and specifications suitable for bidding and construction. The plans need sufficient detail to provide the information for review by the County. The PS&E package will be prepared based on the standards of practice in the industry and in accordance with the Task Order scope of services.

The Construction plans and estimate will be submitted to the County at 60%, 90%, 95%, and 100% completion stages. The technical specifications will be submitted to the County at the 90%, 95%, and



100% completion stages. The County will have the opportunity to comment on the 60%, 90%, and 95%, design submittals, and the 100% will be ready to issue for bidding and construction. GHD will prepare technical specifications consisting of Special Provisions to amend and supplement the State of California Department of Transportation Standard Specifications (2018). The engineer's opinion of probable construction costs will be prepared using standard engineering estimating procedures for each design submittal. The opinion of cost will include the anticipated cost for the items of work included with the project based on bid results from previous projects or published unit costs available from Caltrans.

Deliverables:

- *60% Plans and Estimates*
- *90% PS&E Submittal: Plans, Specifications, and Estimates*
- *95% PS&E Submittal: Plans, Specifications, and Estimates*
- *100% PS&E Submittal: Plans, Specifications, and Estimates*
- *GHD will provide one (1) electronic PDF and up to ten (10) hard copies for each of the above documents. In addition, 100% plans will be provided as AutoCAD Civil 3D files.*

Task 5 – Construction Engineering

GHD will provide construction management related services for the storm damage repair project sites. The anticipated services include but are not limited to the following:

- Provide pre-bid and bid period assistance
- Conduct weekly construction meetings
- Monitor construction schedule
- Provide environmental monitoring, clearance surveys and reporting
- Review request for information (RFI) and submittals
- Provide construction inspection/observation including reports
- Develop Contract Change Orders (CCOs)
- Provide materials testing services
- Track quantities for progress payments
- Provide office engineering and construction administration
- Perform onsite labor compliance interviews
- Complete project close documents including record/as-built drawings



Deliverables:

- *Meeting Agendas*
- *Environmental Monitoring/Survey Reports*
- *Onsite Inspection Reports*
- *Material Testing Reports*
- *Labor Compliance Interview Records*
- *Construction Close-out Documentation*

GENERAL EXCLUSIONS AND ASSUMPTIONS

This scope of services is based on the tasks described above which are anticipated for the project. The County may need additional services during the process of the project due to increased regulatory issues, unusual public interest, and additional issues identified during the project. This scope is based on the following assumptions:

- This scope does not include anything not specifically described above or listed in the RFQ, although additional services can be provided through a contract amendment.
- The County shall be responsible for paying all deposits and fees required for the project.
- The County will obtain access agreements (including encroachment permits) needed for technical studies and permits.
- County shall issue an appropriate Task Order for each project to be assigned to consultant.
- County shall exercise due care in relaying project requirements to consultant and shall responsively participate in the Task Order process.
- County shall allow consultant to review all public-accessible data and information that relate to the tasking assigned by each Task Order.

Attachment B – Cost Proposal & Schedule of Work

EXHIBIT 10-H4 COST PROPOSAL FOR CONTRACTS WITH PREVAILING WAGES

CONSULTANT: GHD Inc.

PRIME

X

CONTRACT TYPE: Specific Rates of Compensation
SUB _____

PROJECT NO.: DPW2019-001

CONTRACT NO.: N/A

DATE: 12/23/19

Consultant's Participation Amount: \$2,850,500

SCHEDULE OF OTHER DIRECT COST ITEMS

| GHD Inc. | | | | |
|------------------------|----------|-------|-----------|-----------------|
| DESCRIPTION OF ITEMS | QUANTITY | UNIT | UNIT COST | TOTAL |
| GPS | 20 | day | \$ 100.00 | \$2,000 |
| Laboratory Testing | | | at cost | |
| Records Search Fees | | | at cost | |
| Permit Fees | 5 | | at cost | \$7,500 |
| Mileage | 1128 | mile | \$ 0.545 | \$615 |
| Tolls | | | at cost | |
| Parking | | | at cost | |
| Rental Vehicle and Gas | | | at cost | |
| Lodging | 10 | | at cost | \$1,000 |
| Per Diem | 20 | day | \$ 120.00 | \$2,400 |
| Related Incidentals | | | at cost | |
| Plan Sheets (internal) | 500 | sheet | \$ 1.50 | \$750 |
| Plan Sheets (external) | | | at cost | |
| | | | | \$14,265 |

Important Notes:

1. "N/C" denotes No Charge
2. Pre-approved travel and Per Diem
3. Actual costs are based on prices from appropriate vendors and should be
4. Parking, tolls and local transportation
5. Other Direct Cost (ODC) items claimed shall be in compliance with 48
6. Proposed items shall be consistently
7. Items when incurred for the same
8. For those items listed here as "tools

**EXHIBIT 10-H2 COST PROPOSAL
SPECIFIC RATE OF COMPENSATION**

Note: Mark-ups are Not Allowed

Consultant Biggs Cardosa Associates Prime Consultant Subconsultant Date 12/23/2019

Project No. DPW2019-001 Contract No. _____ Participation Amount \$ 300,000.00

0.00% Fringe Benefit % + **168.13%** Overhead % + **0.00%** General Administration % = **168.13%** Combined Indirect Cost Rate (ICR) %

FEE % = 10%

BILLING INFORMATION

CALCULATION INFORMATION

| Name/Job Title/Classification ¹ | Hourly Billing Rates ² | | | Effective date of hourly rate | | Actual or Avg. hourly rate ⁴ | % or \$ increase | Hourly range - for classifications only |
|---|-----------------------------------|--------|----------|-------------------------------|-----------|---|------------------|---|
| | Straight ³ | OT(2x) | OI(1.5x) | From | To | | | |
| Mahvash Harms - Principal | \$316.50 | N/A | N/A | 10/1/2019 | 9/30/2020 | \$107.31 | | Not Applicable |
| | \$332.33 | N/A | N/A | 10/1/2020 | 9/30/2021 | \$112.68 | 5.00% | |
| | \$348.94 | N/A | N/A | 10/1/2021 | 9/30/2022 | \$118.31 | 5.00% | |
| | \$366.39 | N/A | N/A | 10/1/2022 | 9/30/2023 | \$124.22 | 5.00% | |
| Anthony Richardson - Project Manager Engineering Manager | \$205.90 | N/A | N/A | 10/1/2019 | 9/30/2020 | \$69.81 | | Not Applicable |
| | \$216.19 | N/A | N/A | 10/1/2020 | 9/30/2021 | \$73.30 | 5.00% | |
| | \$227.00 | N/A | N/A | 10/1/2021 | 9/30/2022 | \$76.96 | 5.00% | |
| | \$238.35 | N/A | N/A | 10/1/2022 | 9/30/2023 | \$80.81 | 5.00% | |
| Ron Oen - QC/QA Manager Associate | \$246.74 | N/A | N/A | 10/1/2019 | 9/30/2020 | \$83.66 | | Not Applicable |
| | \$259.07 | N/A | N/A | 10/1/2020 | 9/30/2021 | \$87.84 | 5.00% | |
| | \$272.03 | N/A | N/A | 10/1/2021 | 9/30/2022 | \$92.23 | 5.00% | |
| | \$285.63 | N/A | N/A | 10/1/2022 | 9/30/2023 | \$96.84 | 5.00% | |
| Principal III | \$343.73 | N/A | N/A | 10/1/2019 | 9/30/2020 | \$116.54 | | \$110.00 to \$120.00 |
| | \$360.92 | N/A | N/A | 10/1/2020 | 9/30/2021 | \$122.37 | 5.00% | \$115.50 to \$126.00 |
| | \$378.96 | N/A | N/A | 10/1/2021 | 9/30/2022 | \$128.49 | 5.00% | \$121.28 to \$132.30 |
| | \$397.91 | N/A | N/A | 10/1/2022 | 9/30/2023 | \$134.91 | 5.00% | \$127.34 to \$138.92 |
| Principal II | \$306.93 | N/A | N/A | 10/1/2019 | 9/30/2020 | \$104.06 | | \$95.00 to \$108.00 |
| | \$322.28 | N/A | N/A | 10/1/2020 | 9/30/2021 | \$109.27 | 5.00% | \$99.75 to \$113.40 |
| | \$338.39 | N/A | N/A | 10/1/2021 | 9/30/2022 | \$114.73 | 5.00% | \$104.74 to \$119.07 |
| | \$355.31 | N/A | N/A | 10/1/2022 | 9/30/2023 | \$120.47 | 5.00% | \$109.97 to \$125.02 |
| Principal I | \$257.80 | N/A | N/A | 10/1/2019 | 9/30/2020 | \$87.41 | | \$83.00 to \$105.00 |
| | \$270.69 | N/A | N/A | 10/1/2020 | 9/30/2021 | \$91.78 | 5.00% | \$87.15 to \$110.25 |

| | | | | | | | | |
|----------------------|----------|-----|-----|-----------|-----------|----------|-------|---------------------|
| | \$284.22 | N/A | N/A | 10/1/2021 | 9/30/2022 | \$96.36 | 5.00% | \$91.51 to \$115.76 |
| | \$298.43 | N/A | N/A | 10/1/2022 | 9/30/2023 | \$101.18 | 5.00% | \$96.08 to \$121.55 |
| Associate | \$224.19 | N/A | N/A | 10/1/2019 | 9/30/2020 | \$76.01 | | \$60.00 to \$101.00 |
| | \$235.40 | N/A | N/A | 10/1/2020 | 9/30/2021 | \$79.81 | 5.00% | \$63.00 to \$106.05 |
| | \$247.17 | N/A | N/A | 10/1/2021 | 9/30/2022 | \$83.80 | 5.00% | \$66.15 to \$111.35 |
| | \$259.53 | N/A | N/A | 10/1/2022 | 9/30/2023 | \$87.99 | 5.00% | \$69.46 to \$116.92 |
| Engineering Manager | \$188.26 | N/A | N/A | 10/1/2019 | 9/30/2020 | \$63.83 | | \$57.00 to \$69.00 |
| | \$197.67 | N/A | N/A | 10/1/2020 | 9/30/2021 | \$67.02 | 5.00% | \$59.85 to \$72.45 |
| | \$207.56 | N/A | N/A | 10/1/2021 | 9/30/2022 | \$70.37 | 5.00% | \$62.84 to \$76.07 |
| | \$217.94 | N/A | N/A | 10/1/2022 | 9/30/2023 | \$73.89 | 5.00% | \$65.98 to \$79.88 |
| Senior Engineer | \$170.42 | N/A | N/A | 10/1/2019 | 9/30/2020 | \$57.78 | | \$54.00 to \$63.00 |
| | \$178.94 | N/A | N/A | 10/1/2020 | 9/30/2021 | \$60.67 | 5.00% | \$56.70 to \$66.15 |
| | \$187.89 | N/A | N/A | 10/1/2021 | 9/30/2022 | \$63.70 | 5.00% | \$59.54 to \$69.46 |
| | \$197.29 | N/A | N/A | 10/1/2022 | 9/30/2023 | \$66.89 | 5.00% | \$62.51 to \$72.93 |
| Project Engineer | \$144.17 | N/A | N/A | 10/1/2019 | 9/30/2020 | \$48.88 | | \$45.00 to \$55.00 |
| | \$151.37 | N/A | N/A | 10/1/2020 | 9/30/2021 | \$51.32 | 5.00% | \$47.25 to \$57.75 |
| | \$158.94 | N/A | N/A | 10/1/2021 | 9/30/2022 | \$53.89 | 5.00% | \$49.61 to \$60.64 |
| | \$166.89 | N/A | N/A | 10/1/2022 | 9/30/2023 | \$56.58 | 5.00% | \$52.09 to \$63.67 |
| Staff Engineer | \$127.68 | N/A | N/A | 10/1/2019 | 9/30/2020 | \$43.29 | | \$39.00 to \$46.00 |
| | \$134.07 | N/A | N/A | 10/1/2020 | 9/30/2021 | \$45.46 | 5.00% | \$40.95 to \$48.30 |
| | \$140.77 | N/A | N/A | 10/1/2021 | 9/30/2022 | \$47.73 | 5.00% | \$43.00 to \$50.72 |
| | \$147.81 | N/A | N/A | 10/1/2022 | 9/30/2023 | \$50.11 | 5.00% | \$45.15 to \$53.25 |
| Assistant Engineer | \$112.02 | N/A | N/A | 10/1/2019 | 9/30/2020 | \$37.98 | | \$35.00 to \$41.00 |
| | \$117.62 | N/A | N/A | 10/1/2020 | 9/30/2021 | \$39.88 | 5.00% | \$36.75 to \$43.05 |
| | \$123.51 | N/A | N/A | 10/1/2021 | 9/30/2022 | \$41.87 | 5.00% | \$38.59 to \$45.20 |
| | \$129.68 | N/A | N/A | 10/1/2022 | 9/30/2023 | \$43.97 | 5.00% | \$40.52 to \$47.46 |
| Junior Engineer | \$91.48 | N/A | N/A | 10/1/2019 | 9/30/2020 | \$31.01 | | \$20.00 to \$36.00 |
| | \$96.05 | N/A | N/A | 10/1/2020 | 9/30/2021 | \$32.57 | 5.00% | \$21.00 to \$37.80 |
| | \$100.85 | N/A | N/A | 10/1/2021 | 9/30/2022 | \$34.19 | 5.00% | \$22.05 to \$39.69 |
| | \$105.90 | N/A | N/A | 10/1/2022 | 9/30/2023 | \$35.90 | 5.00% | \$23.15 to \$41.67 |
| Sr. Computer Drafter | \$135.36 | N/A | N/A | 10/1/2019 | 9/30/2020 | \$45.90 | | \$38.00 to \$54.00 |
| | \$142.13 | N/A | N/A | 10/1/2020 | 9/30/2021 | \$48.19 | 5.00% | \$39.90 to \$56.70 |
| | \$149.24 | N/A | N/A | 10/1/2021 | 9/30/2022 | \$50.60 | 5.00% | \$41.90 to \$59.54 |
| | \$156.70 | N/A | N/A | 10/1/2022 | 9/30/2023 | \$53.13 | 5.00% | \$43.99 to \$62.51 |
| Secretarial Services | \$103.43 | N/A | N/A | 10/1/2019 | 9/30/2020 | \$35.07 | | \$19.00 to \$61.00 |
| | \$108.60 | N/A | N/A | 10/1/2020 | 9/30/2021 | \$36.82 | 5.00% | \$19.95 to \$64.05 |
| | \$114.03 | N/A | N/A | 10/1/2021 | 9/30/2022 | \$38.66 | 5.00% | \$20.95 to \$67.25 |
| | \$119.74 | N/A | N/A | 10/1/2022 | 9/30/2023 | \$40.60 | 5.00% | \$21.99 to \$70.62 |
| Construction Manager | \$243.33 | N/A | N/A | 10/1/2019 | 9/30/2020 | \$82.50 | | \$80.00 to \$90.00 |
| | \$255.50 | N/A | N/A | 10/1/2020 | 9/30/2021 | \$86.63 | 5.00% | \$84.00 to \$94.50 |

| | | | | | | | | |
|-------------------------------------|----------|----------|----------|-----------|-----------|---------|-------|---------------------|
| | \$268.27 | N/A | N/A | 10/1/2021 | 9/30/2022 | \$90.96 | 5.00% | \$88.20 to \$99.23 |
| | \$281.69 | N/A | N/A | 10/1/2022 | 9/30/2023 | \$95.51 | 5.00% | \$92.61 to \$104.19 |
| Senior Structures Representative | \$216.11 | \$252.74 | \$289.38 | 10/1/2019 | 9/30/2020 | \$73.27 | | \$70.00 to \$80.00 |
| | \$226.91 | \$265.38 | \$303.85 | 10/1/2020 | 9/30/2021 | \$76.93 | 5.00% | \$73.50 to \$84.00 |
| | \$238.26 | \$278.65 | \$319.04 | 10/1/2021 | 9/30/2022 | \$80.78 | 5.00% | \$77.18 to \$88.20 |
| | \$250.17 | \$292.58 | \$334.99 | 10/1/2022 | 9/30/2023 | \$84.82 | 5.00% | \$81.03 to \$92.61 |
| Structures Representative | \$186.96 | \$218.66 | \$250.35 | 10/1/2019 | 9/30/2020 | \$63.39 | | \$60.00 to \$70.00 |
| | \$196.31 | \$229.59 | \$262.87 | 10/1/2020 | 9/30/2021 | \$66.56 | 5.00% | \$63.00 to \$73.50 |
| | \$206.13 | \$241.07 | \$276.02 | 10/1/2021 | 9/30/2022 | \$69.89 | 5.00% | \$66.15 to \$77.18 |
| | \$216.43 | \$253.13 | \$289.82 | 10/1/2022 | 9/30/2023 | \$73.38 | 5.00% | \$69.46 to \$81.03 |
| Assistant Structures Representative | \$157.83 | \$184.58 | \$211.34 | 10/1/2019 | 9/30/2020 | \$53.51 | | \$45.00 to \$63.00 |
| | \$165.72 | \$193.81 | \$221.90 | 10/1/2020 | 9/30/2021 | \$56.19 | 5.00% | \$47.25 to \$66.15 |
| | \$174.00 | \$203.50 | \$233.00 | 10/1/2021 | 9/30/2022 | \$59.00 | 5.00% | \$49.61 to \$69.46 |
| | \$182.70 | \$213.68 | \$244.65 | 10/1/2022 | 9/30/2023 | \$61.95 | 5.00% | \$52.09 to \$72.93 |
| Assistant Resident Engineer | \$157.83 | \$184.58 | \$211.34 | 10/1/2019 | 9/30/2020 | \$53.51 | | \$45.00 to \$63.00 |
| | \$165.72 | \$193.81 | \$221.90 | 10/1/2020 | 9/30/2021 | \$56.19 | 5.00% | \$47.25 to \$66.15 |
| | \$174.00 | \$203.50 | \$233.00 | 10/1/2021 | 9/30/2022 | \$59.00 | 5.00% | \$49.61 to \$69.46 |
| | \$182.70 | \$213.68 | \$244.65 | 10/1/2022 | 9/30/2023 | \$61.95 | 5.00% | \$52.09 to \$72.93 |
| Inspector Level V ** | \$170.74 | \$199.68 | \$228.62 | 10/1/2019 | 9/30/2020 | \$57.89 | | \$55.00 to \$65.00 |
| | \$179.27 | \$209.66 | \$240.06 | 10/1/2020 | 9/30/2021 | \$60.78 | 5.00% | \$57.75 to \$68.25 |
| | \$188.24 | \$220.15 | \$252.06 | 10/1/2021 | 9/30/2022 | \$63.82 | 5.00% | \$60.64 to \$71.66 |
| | \$197.65 | \$231.16 | \$264.66 | 10/1/2022 | 9/30/2023 | \$67.01 | 5.00% | \$63.67 to \$75.25 |
| Inspector Level IV ** | \$158.67 | \$185.57 | \$212.47 | 10/1/2019 | 9/30/2020 | \$53.80 | | \$50.00 to \$60.00 |
| | \$166.61 | \$194.85 | \$223.09 | 10/1/2020 | 9/30/2021 | \$56.49 | 5.00% | \$52.50 to \$63.00 |
| | \$174.94 | \$204.59 | \$234.25 | 10/1/2021 | 9/30/2022 | \$59.31 | 5.00% | \$55.13 to \$66.15 |
| | \$183.68 | \$214.82 | \$245.96 | 10/1/2022 | 9/30/2023 | \$62.28 | 5.00% | \$57.88 to \$69.46 |
| Inspector Level III ** | \$148.70 | \$173.90 | \$199.11 | 10/1/2019 | 9/30/2020 | \$50.41 | | \$45.00 to \$55.00 |
| | \$156.13 | \$182.60 | \$209.07 | 10/1/2020 | 9/30/2021 | \$52.94 | 5.00% | \$47.25 to \$57.75 |
| | \$163.94 | \$191.73 | \$219.52 | 10/1/2021 | 9/30/2022 | \$55.58 | 5.00% | \$49.61 to \$60.64 |
| | \$172.13 | \$201.31 | \$230.50 | 10/1/2022 | 9/30/2023 | \$58.36 | 5.00% | \$52.09 to \$63.67 |
| Inspector Level II ** | \$141.01 | \$164.92 | \$188.82 | 10/1/2019 | 9/30/2020 | \$47.81 | | \$43.00 to \$53.00 |
| | \$148.06 | \$173.16 | \$198.26 | 10/1/2020 | 9/30/2021 | \$50.20 | 5.00% | \$45.15 to \$55.65 |
| | \$155.46 | \$181.82 | \$208.18 | 10/1/2021 | 9/30/2022 | \$52.71 | 5.00% | \$47.41 to \$58.43 |
| | \$163.24 | \$190.91 | \$218.58 | 10/1/2022 | 9/30/2023 | \$55.35 | 5.00% | \$49.78 to \$61.35 |
| Inspector Level I ** | \$124.09 | \$145.13 | \$166.17 | 10/1/2019 | 9/30/2020 | \$42.07 | | \$38.00 to \$50.00 |
| | \$130.30 | \$152.39 | \$174.48 | 10/1/2020 | 9/30/2021 | \$44.18 | 5.00% | \$39.90 to \$52.50 |
| | \$136.81 | \$160.01 | \$183.20 | 10/1/2021 | 9/30/2022 | \$46.39 | 5.00% | \$41.90 to \$55.13 |
| | \$143.65 | \$168.01 | \$192.36 | 10/1/2022 | 9/30/2023 | \$48.71 | 5.00% | \$43.99 to \$57.88 |

1. All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.

2. The cost proposal format shall not be amended.
 3. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates should be based on the consultant's annual accounting period, established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
 4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.
-

EXHIBIT 10-H COST PROPOSAL Page 2 of 2
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

Consultant Biggs Cardosa Assoc Prime Consultant Subconsultant

Project No. DPW2019-001 Contract No. _____ Date 12/23/2019

| SCHEDULE OF OTHER DIRECT COST ITEMS | | | | |
|---|----------|-------|-----------|----------|
| DESCRIPTION OF ITEMS | QUANTITY | UNIT | UNIT COST | TOTAL |
| Travel | | | | |
| A. Airfare | 5 | EA | Actual | \$2,500 |
| B. Rental Vehicle | 5 | EA | Actual | \$1,000 |
| C. Per Diem | 20 | EA | IRS Rate | \$1,295 |
| D. Lodging | 20 | EA | IRS Rate | \$2,020 |
| Prints & Reproductions | | | | |
| A. Outside Reproduction | 0 | EA | Actual | \$0 |
| B. In-House CADD Prints | 649 | SQ FT | \$0.32 | \$208 |
| C. In-House CADD Plots | 3000 | SQ FT | \$1.60 | \$4,800 |
| Project Specific Delivery Services | | | | |
| A. Delivery Services | 0 | EA | Actual | \$0 |
| B. Express Mail/USPS | 0 | EA | Actual | \$0 |
| C. Truck Rental | 0 | EA | Actual | \$0 |
| | | | | \$11,823 |

NOTES:

- List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
- Proposed ODC items should be consistently billed regardless of client and contract type.
- Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
- Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
- Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
- Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
- If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
- If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
- The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
- Add additional pages if necessary.
- Subconsultants must provide their own cost proposals.

EXHIBIT 10-H COST PROPOSAL Page 2 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

Consultant SHN Prime Consultant SubconsultantProject No. DPW2019-001 Contract No. _____ Date 1/2/2020

SCHEDULE OF OTHER DIRECT COST ITEMS

| DESCRIPTION OF ITEMS | QUANTITY | UNIT | UNIT COST | TOTAL |
|---|----------|---------------------|------------|-------------|
| Travel | | | | |
| A. Mileage (personal, company) | 800 | mile (at IRS Rate) | \$ 0.575 | \$ 460.00 |
| B. Vehicle | 8 | day | \$ 50.00 | \$ 400.00 |
| C. Tolls | | per toll | at cost | |
| D. Parking | | | at cost | |
| E. Rental Vehicle and Gas | | | at cost | |
| F. Lodging | | | at cost | |
| G. Meals | | | at cost | |
| H. Related Incidentals | | | at cost | |
| E. Rental Vehicle and Gas | | | at cost | |
| Survey | | | | |
| F. GPS Station | 4 | day* | \$ 300.00 | \$ 1,200.00 |
| G. Level | | day* | \$ 25.00 | \$ - |
| H. Resource GPS | | day* | \$ 150.00 | \$ - |
| I. Robotic Total Station | | day | \$ 200.00 | \$ - |
| J. Total Station | | hour | \$ 7.50 | \$ - |
| K. Total Station w/Data Collector | 8 | day | \$ 100.00 | \$ 800.00 |
| L. Toughbook | 4 | day* | \$ 150.00 | \$ 600.00 |
| M. Trimble GeoXT GPS Unit | 4 | day* | \$ 150.00 | \$ 600.00 |
| Laboratory Tests | | | | |
| N. Asphalt Briquette Compaction | | each ⁽¹⁾ | \$ 50.00 | \$ - |
| O. Asphalt Bulk Specific Gravity | | each | \$ 30.00 | \$ - |
| P. Asphalt Content by Nuclear Method | | test | \$ 75.00 | \$ - |
| Q. Asphalt Content Gauge Calibration | | each | \$ 200.00 | \$ - |
| R. Asphalt Extraction (% Bitumen) | | | On Request | |
| S. Asphalt (Hveem) Mix Design | | | On Request | |
| U. Cleanness Value (CT 227) | | each | \$ 75.00 | \$ - |
| Compaction Curves (ASTM D 1557 or Caltrans CT216): | | | | |
| W. 6-inch Mold | | each | \$ 250.00 | \$ - |
| X. Check Point | | each | \$ 75.00 | \$ - |
| Y. Concrete Compressive Strength (CT 521 or ASTM C39) | | each ⁽²⁾ | \$ 25.00 | \$ - |
| Z. Concrete Linear Shrinkage (3 Bars) | | 3 bars | \$ 200.00 | \$ - |
| AA. Concrete Moisture | | test (floor test) | \$ 25.00 | \$ - |
| BB. Consolidation Test | | each | \$ 350.00 | \$ - |
| Direct Shear, per point: (ASTM D3080) | | | | |
| CC. Consolidated-Drained (CD) | | point | \$ 145.00 | \$ - |
| DD. Unconsolidated-Undrained (UU) (Modified ASTM) | | point | \$ 115.00 | \$ - |
| EE. Consolidated-Undrained (CU) (Modified ASTM) | | point | \$ 130.00 | \$ - |
| FF. Additional cycles (each) | | each | \$ 65.00 | \$ - |
| GG. Disposable Concrete Molds | | each | \$ 3.00 | \$ - |
| HH. Durability Index | | each | \$ 75.00 | \$ - |
| II. Expansion Index | | test | \$ 175.00 | \$ - |
| JJ. Fireproofing Density | | each | \$ 50.00 | \$ - |
| KK. Grout Compressive Strength | | each | \$ 40.00 | \$ - |

| | | | | |
|--|-----|-------|-----------|-------------|
| LL. LA Rattler (abrasion resistance) | | test | \$ 225.00 | \$ - |
| MM. Liquid Limit | | each | \$ 100.00 | \$ - |
| NN. Masonry Block Compressive Strength | | each | \$ 65.00 | \$ - |
| OO. Masonry Block Linear Shrinkage | | each | \$ 85.00 | \$ - |
| PP. Masonry Block Prism Compressive Strength | | each | \$ 125.00 | \$ - |
| QQ. Masonry Core Shear Test | | core | \$ 50.00 | \$ - |
| RR. Moisture Content | | each | \$ 20.00 | \$ - |
| SS. Moisture-Density Test | | each | \$ 30.00 | \$ - |
| TT. Particle Size Analysis (ASTM 422) | | each | \$ 115.00 | \$ - |
| UU. Percent Crushed Particles | | each | \$ 125.00 | \$ - |
| VV. Percent Entrained Air In Concrete | | each | \$ 10.00 | \$ - |
| WW. Percent Organics | | each | \$ 50.00 | \$ - |
| XX. Plastic Limit | | each | \$ 50.00 | \$ - |
| YY. Plasticity Index | | each | \$ 150.00 | \$ - |
| ZZ. R-Value | | each | \$ 300.00 | \$ - |
| AAA. Rice Specific Gravity of Asphalt (ASTM D2041) | | each | \$ 85.00 | \$ - |
| BBB. Sand Equivalent | | each | \$ 75.00 | \$ - |
| CCC. Sawing Rocks and Concrete Cores | | unit | \$ 30.00 | \$ - |
| DDD. Sieve Analysis--Coarse | | each | \$ 50.00 | \$ - |
| EEE. Sieve Analysis--Fine | | each | \$ 60.00 | \$ - |
| FFF. Sieve Analysis--Passing 200 | | each | \$ 45.00 | \$ - |
| GGG. Specific Gravity, Rock | | each | \$ 50.00 | \$ - |
| HHH. Stabilometer of Premixed AC | | each | \$ 75.00 | \$ - |
| III. Sulfate Soundness | | cycle | \$ 80.00 | \$ - |
| JJJ. Swell Test | | point | \$ 55.00 | \$ - |
| Triaxial Compression | | | | |
| KKK. Unconsolidated Undrained (TXUU) (ASTM D2850) | | point | \$ 115.00 | \$ - |
| PPP. USDA Bulk Density Test | | each | \$ 30.00 | \$ - |
| QQQ. USDA Textural Suitability Test | | each | \$ 60.00 | \$ - |
| RRR. Unconfined Compression | | each | \$ 65.00 | \$ - |
| SSS. Unit Weight of Lightweight Concrete | | unit | \$ 50.00 | \$ - |
| TTT. Nuclear Density Testing (2-hr min) | | hr | \$ 25.00 | \$ - |
| UUU. Compaction Curve | | test | \$ 200.00 | \$ - |
| | | | | |
| Direct Charges: | | | | |
| WWW. CADD plots (color) | 20 | each | \$ 30.00 | \$ 600.00 |
| XXX. Copies | 500 | each | \$ 0.15 | \$ 75.00 |
| YYY. Stakes, hubs, lath, etc. | | Cost | Cost | |
| ZZZ. Vehicles | | day | \$ 50.00 | \$ - |
| TOTAL | | | | \$ 4,735.00 |

NOTES:

- List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
- Proposed ODC items should be consistently billed regardless of client and contract type.
- Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
- Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
- Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
- Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
- If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
- If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
- The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
- Add additional pages if necessary.
- Subconsultants must provide their own cost proposals.

12. All samples of soil or rock from physical testing are discarded 30 days after submission of final report unless prior arrangements are made. Samples of soil or rock submitted for testing for hazardous substances will be returned to the Client, who is responsible for proper disposal.
 13. This fee schedule is subject to review and adjustment, as required.
 14. Certain services may require prevailing wages or overtime at premium pay to SHN employees. In such circumstances, fees will be adjusted to reflect increased labor costs.
- * 1/2 Day Minimum Charge.
- (1) If asphalt is delivered to SHN lab unmixed, add \$75.00/ea. for processing and mixing per Caltrans CT304.
 - (2) If concrete is sampled and delivered to SHN lab by outside contractor, add \$5.00/ea. for processing and curing per ASTM C-31.

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2
SPECIFIC RATE OF COMPENSATION

Note: Mark-ups are Not Allowed

Consultant Morrison Structures, Inc. Prime Consultant Subconsultant Date 12/23/2019

Project No. DPW2019-001 Contract No. _____ Participation Amount \$ 149,500.00

127.8% Fringe Benefit % + **97.80%** Overhead % + **0%** General Administration % = **225.61%** Combined Indirect Cost Rate (ICR) %

FEE % = **10%**

BILLING INFORMATION

CALCULATION INFORMATION

| Name/Job Title/Classification ¹ | Hourly Billing Rates ² | | | Effective date of hourly rate | | Actual or Avg. hourly rate ⁴ | % or \$ increase | Hourly range - for classifications only |
|--|-----------------------------------|----------------------------------|----------------------------------|----------------------------------|--|---|--------------------|---|
| | Straight ³ | OT(1.5x) | | From | To | | | |
| R Morrison Jr Structural Engineer (E6) | \$275.61 \$284.57 \$293.82 | \$413.42 \$426.85 \$440.73 | \$551.23 \$569.14 \$587.64 | 1/1/2020 1/1/2021 1/1/2022 | 12/31/2020 12/31/2021 12/31/2022 | \$76.95 \$79.45 \$82.03 | 3.25% 3.25% | Not Applicable |
| R Morrison Sr Senior Civil Engineer (E5) | \$250.72 \$258.87 \$267.28 | \$376.08 \$388.30 \$400.92 | \$501.44 \$517.74 \$534.56 | 1/1/2020 1/1/2021 1/1/2022 | 12/31/2020 12/31/2021 12/31/2022 | \$70.00 \$72.28 \$74.62 | 3.25% 3.25% | Not Applicable |
| D Roesner Civil Engineer (E3) | \$171.74 \$177.32 \$183.09 | \$257.61 \$265.99 \$274.63 | \$343.49 \$354.65 \$366.18 | 1/1/2020 1/1/2021 1/1/2022 | 12/31/2020 12/31/2021 12/31/2022 | \$47.95 \$49.51 \$51.12 | 3.25% 3.25% | Not Applicable |
| J Gallino Technician (T2) | \$117.77 \$121.59 \$125.55 | \$176.65 \$182.39 \$188.32 | \$235.53 \$243.19 \$251.09 | 1/1/2020 1/1/2021 1/1/2022 | 12/31/2020 12/31/2021 12/31/2022 | \$32.88 \$33.95 \$35.05 | 3.25% 3.25% | Not Applicable |
| W Morrison Technician (T1) | \$75.22 \$78.98 \$82.93 | \$112.82 \$118.47 \$124.39 | \$150.43 \$157.95 \$165.85 | 1/1/2020 1/1/2021 1/1/2021 | 12/31/2020 12/31/2020 12/31/2021 | \$21.00 \$22.05 \$23.15 | 5.00% 5.00% | Not Applicable |

- All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended.
- Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates should be based on the consultant's annual accounting period, established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
- For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

EXHIBIT 10-H COST PROPOSAL Page 2 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

Consultant Morrison Structures, Inc. Prime Consultant Subconsultant

Project No. DPW2019-001 Contract No. _____ Date 12/23/2019

SCHEDULE OF OTHER DIRECT COST ITEMS

| DESCRIPTION OF ITEMS | QUANTITY | UNIT | UNIT COST | |
|----------------------|----------|-------|-----------|-------|
| Mileage Costs | 1000 | MI | \$ 0.55 | \$550 |
| Travel Lodging | 3 | Night | \$ 90.00 | \$270 |
| Meal Per Diem | 3 | Day | \$ 41.00 | \$123 |
| | | | | |
| | | | | |
| | | | | |
| Subconsultant 1: | | | | |
| Subconsultant 2: | | | | |
| Subconsultant 3: | | | | |
| Subconsultant 4: | | | | |
| Subconsultant 5: | | | | |

NOTES:

- List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.

EXHIBIT 10-H2 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

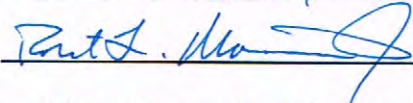
I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

- 7. Generally Accepted Accounting Principles (GAAP)
- 8. Terms and conditions of the contract
- 9. Title 23 United States Code Section 112 - Letting of Contracts
- 10. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
- 11. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
- 12. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:

Name: ROBERT L. MORRISON, JR. Title *: PRESIDENT

Signature:  Date of Certification (mm/dd/yyyy): 12/23/19

Email: bmorrison@morrisonstructures.com Phone Number: 530-246-8628

Address: MORRISON STRUCTURES, INC.,
1890 PARK MARINA DR, STE #104 REDDING, CA 96001

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

EXHIBIT 10-H2 COST PROPOSAL Page 2 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant Crawford & Associates, Inc. Prime Consultant Subconsultant

Project Humboldt County On-Call RFQ No. DPW2019-001 Date 12/23/19

| SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary) | | | | |
|---|----------|------|------------|--------------|
| For Combined Rate | Quantity | Unit | Unit Cost | Total |
| Mileage (Current IRS Rate) | 6000 | Mile | \$0.58 | \$ 3,480.00 |
| Per Diem (Meals & Lodging) | 25 | Day | \$125.00 | \$ 3,125.00 |
| Humboldt County Environmental Health Permit Fee | 5 | Each | \$472.00 | \$ 2,360.00 |
| Drilling (non-DBE) | 10 | Day | \$6,000.00 | \$ 60,000.00 |
| Drilling (DBE) | 0 | Day | \$8,500.00 | \$ - |
| Wildcat DCP Testing | 5 | Day | \$795.00 | \$ 3,975.00 |
| Traffic Control (DBE) | 10 | Day | \$2,500.00 | \$ 25,000.00 |
| Laboratory Testing | 5 | Each | \$4,000.00 | \$ 20,000.00 |
| | | | | |
| | | | | |
| Subconsultant 1: | | | | |
| Subconsultant 2: | | | | |

Note: Add additional pages if necessary.

NOTES:

- Project Manager/ Principal
- 2. Proposed ODC items should be consistently billed regardless of client and contract type.
- 3. Items when incurred for the same purpose, in like circumstances, should not be included in any indirect cost pool or in the overhead rate.
- 4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
- 5. Items listed above that would be considered "tools of trade" are not reimbursable as other direct cost.
- 6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
- 7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
- 8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
- 9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
- 10. Add additional pages if necessary.
- 11. Subconsultant must provide their own cost proposals.



Exhibit 10-H2 Cost Proposal

Specific Rate of Compensation - Humboldt County DPW On-Call Engineering, Environmental, and Construction Management Services for Roadway Projects

Subconsultant:

Stantec Consulting Services Inc.
County Project No. DPW2019-001

Contract No.

Participation Amount: \$150,000
12/30/2019

Note: Mark-ups are Not Allowed

| | | | | |
|--|-------------------------|-------------------|---------------------------------|-------------------|
| | <u>Fringe Benefit %</u> | <u>Overhead %</u> | <u>General Administration %</u> | <u>Combined %</u> |
| Combined Indirect Cost Rate (ICR) | 52.39% | 28.14% | 85.65% | 166.18% |
| | + | + | = | |
| | | FEE % | | 10% |

BILLING INFORMATION

| | Name/Job Title/Classification ¹ | Hourly Billing Rates ² | | | Effective Date of Hourly Billing Rates | | Actual or Average Hourly Rate | % Annual Increase | Hourly Range - for Classifications Only |
|--------|---|-----------------------------------|----------|----------|--|------------|-------------------------------|-------------------|---|
| | | Straight ³ | OT(1.5x) | OT(2x) | From | To | | | |
| Exempt | Wirt Lanning*/ Principal | \$203.00 | \$203.00 | \$203.00 | 1/1/2019 | 12/31/2019 | \$69.33 | 3% | |
| | | \$209.09 | \$209.09 | \$209.09 | 1/1/2020 | 12/31/2020 | \$71.41 | 3% | |
| | | \$215.36 | \$215.36 | \$215.36 | 1/1/2021 | 12/31/2021 | \$73.55 | 3% | |
| | | \$221.82 | \$221.82 | \$221.82 | 1/1/2022 | 12/31/2022 | \$75.76 | 3% | |
| Exempt | Connie MacGregor*/Associate II Project Manager/Permitting | \$128.60 | \$128.60 | \$128.60 | 1/1/2019 | 12/31/2019 | \$43.92 | 3% | |
| | | \$132.45 | \$132.45 | \$132.45 | 1/1/2020 | 12/31/2020 | \$45.24 | 3% | |
| | | \$136.43 | \$136.43 | \$136.43 | 1/1/2021 | 12/31/2021 | \$46.59 | 3% | |
| | | \$140.52 | \$140.52 | \$140.52 | 1/1/2022 | 12/31/2022 | \$47.99 | 3% | |
| Exempt | Kurt Bainbridge*/Associate I Task Lead - Biological Resources | \$101.95 | \$101.95 | \$101.95 | 1/1/2019 | 12/31/2019 | \$34.82 | 3% | |
| | | \$105.01 | \$105.01 | \$105.01 | 1/1/2020 | 12/31/2020 | \$35.86 | 3% | |
| | | \$108.16 | \$108.16 | \$108.16 | 1/1/2021 | 12/31/2021 | \$36.94 | 3% | |
| | | \$111.41 | \$111.41 | \$111.41 | 1/1/2022 | 12/31/2022 | \$38.05 | 3% | |
| Exempt | Sarah Tona*/ Staff III Task Lead - Botany | \$91.85 | \$91.85 | \$91.85 | 1/1/2019 | 12/31/2019 | \$31.37 | 3% | |
| | | \$94.61 | \$94.61 | \$94.61 | 1/1/2020 | 12/31/2020 | \$32.31 | 3% | |
| | | \$97.44 | \$97.44 | \$97.44 | 1/1/2021 | 12/31/2021 | \$33.28 | 3% | |
| | | \$100.37 | \$100.37 | \$100.37 | 1/1/2022 | 12/31/2022 | \$34.28 | 3% | |
| Exempt | Gabe Youngblood*/Staff I Task Lead - Wetlands | \$75.95 | \$75.95 | \$75.95 | 1/1/2019 | 12/31/2019 | \$25.94 | 3% | |
| | | \$78.23 | \$78.23 | \$78.23 | 1/1/2020 | 12/31/2020 | \$26.72 | 3% | |
| | | \$80.58 | \$80.58 | \$80.58 | 1/1/2021 | 12/31/2021 | \$27.52 | 3% | |
| | | \$82.99 | \$82.99 | \$82.99 | 1/1/2022 | 12/31/2022 | \$28.35 | 3% | |
| Exempt | Senior Principal Engineer/Scientist/ Planner/Consultant | | | | 1/1/2019 | 12/31/2019 | \$95.13 | 3% | \$87.51 to \$102.75 |
| | | | | | 1/1/2020 | 12/31/2020 | \$97.98 | 3% | \$90.14 to \$105.83 |
| | | | | | 1/1/2021 | 12/31/2021 | \$100.92 | 3% | \$92.84 to \$109.01 |
| | | | | | 1/1/2022 | 12/31/2022 | \$103.95 | 3% | \$95.62 to \$112.28 |
| Exempt | Principal Engineer/Scientist/ Planner/Consultant | | | | 1/1/2019 | 12/31/2019 | \$81.14 | 3% | \$74.77 to \$87.50 |
| | | | | | 1/1/2020 | 12/31/2020 | \$83.57 | 3% | \$77.01 to \$90.13 |
| | | | | | 1/1/2021 | 12/31/2021 | \$86.08 | 3% | \$79.32 to \$92.83 |
| | | | | | 1/1/2022 | 12/31/2022 | \$88.66 | 3% | \$81.70 to \$95.61 |
| Exempt | Principal Senior Associate II Engineer/Scientist/ Planner/Consultant | | | | 1/1/2019 | 12/31/2019 | \$69.76 | 3% | \$64.76 to \$74.76 |
| | | | | | 1/1/2020 | 12/31/2020 | \$71.85 | 3% | \$66.70 to \$77.00 |
| | | | | | 1/1/2021 | 12/31/2021 | \$74.01 | 3% | \$68.70 to \$79.31 |
| | | | | | 1/1/2022 | 12/31/2022 | \$76.23 | 3% | \$70.77 to \$81.69 |
| Exempt | Principal Senior Associate I Engineer/Scientist/ Planner/Consultant | | | | 1/1/2019 | 12/31/2019 | \$60.63 | 3% | \$56.51 to \$64.75 |
| | | | | | 1/1/2020 | 12/31/2020 | \$62.45 | 3% | \$58.21 to \$66.69 |
| | | | | | 1/1/2021 | 12/31/2021 | \$64.32 | 3% | \$59.95 to \$68.69 |
| | | | | | 1/1/2022 | 12/31/2022 | \$66.25 | 3% | \$61.75 to \$70.75 |
| | Associate III | | | | 1/1/2019 | 12/31/2019 | \$52.88 | 3% | \$49.26 to \$56.50 |

| | Name/Job Title/Classification ¹ | Hourly Billing Rates ² | | | Effective Date of Hourly Billing Rates | | Actual or Average Hourly Rate | % Annual Increase 3% | Hourly Range - for Classifications Only |
|-------------------|---|-----------------------------------|----------|------------|--|------------|-------------------------------|-------------------------|---|
| | | Straight ³ | OT(1.5x) | OT(2x) | From | To | | | |
| Exempt | Engineer/Scientist/ Planner/Consultant | | | | 1/1/2020 | 12/31/2020 | \$54.47 | 3% | \$50.74 to \$58.20 |
| | | | | | 1/1/2021 | 12/31/2021 | \$56.10 | 3% | \$52.26 to \$59.94 |
| | | | | | 1/1/2022 | 12/31/2022 | \$57.78 | 3% | \$53.83 to \$61.74 |
| Exempt | Associate II Engineer/Scientist/ Planner/Consultant | | | | 1/1/2019 | 12/31/2019 | \$46.26 | 3% | \$43.26 to \$49.25 |
| | | | | | 1/1/2020 | 12/31/2020 | \$47.64 | 3% | \$44.56 to \$50.73 |
| | | | | | 1/1/2021 | 12/31/2021 | \$49.07 | 3% | \$45.89 to \$52.25 |
| Exempt/Non-exempt | Associate I Engineer/Scientist/ Planner/Consultant | | | | 1/1/2022 | 12/31/2022 | \$50.54 | 3% | \$47.27 to \$53.82 |
| | | | | | 1/1/2019 | 12/31/2019 | \$40.76 | 3% | \$38.26 to \$43.25 |
| | | | | | 1/1/2020 | 12/31/2020 | \$41.98 | 3% | \$39.41 to \$44.55 |
| Exempt/Non-exempt | Staff III Engineer/Scientist/ Planner/Consultant | | | | 1/1/2021 | 12/31/2021 | \$43.24 | 3% | \$40.59 to \$45.88 |
| | | | | | 1/1/2022 | 12/31/2022 | \$44.53 | 3% | \$41.81 to \$47.26 |
| | | | | | 1/1/2019 | 12/31/2019 | \$36.26 | 3% | \$34.26 to \$38.25 |
| Exempt/Non-exempt | Staff II Engineer/Scientist/ Planner/Consultant | | | | 1/1/2020 | 12/31/2020 | \$37.34 | 3% | \$35.29 to \$39.40 |
| | | | | | 1/1/2021 | 12/31/2021 | \$38.46 | 3% | \$36.35 to \$40.58 |
| | | | | | 1/1/2022 | 12/31/2022 | \$39.62 | 3% | \$37.44 to \$41.80 |
| Exempt/Non-exempt | Staff I Engineer/Scientist/ Planner/Consultant | | | | 1/1/2019 | 12/31/2019 | \$32.51 | 3% | \$30.76 to \$34.25 |
| | | | | | 1/1/2020 | 12/31/2020 | \$33.48 | 3% | \$31.68 to \$35.28 |
| | | | | | 1/1/2021 | 12/31/2021 | \$34.48 | 3% | \$32.63 to \$36.34 |
| Exempt/Non-exempt | Technician III Engineer/Scientist/ Planner/Consultant | | | | 1/1/2022 | 12/31/2022 | \$35.52 | 3% | \$33.61 to \$37.43 |
| | | | | | 1/1/2019 | 12/31/2019 | \$29.27 | 3% | \$27.76 to \$30.77 |
| | | | | | 1/1/2020 | 12/31/2020 | \$30.14 | 3% | \$28.59 to \$31.69 |
| Exempt/Non-exempt | Technician II Engineer/Scientist/ Planner/Consultant | | | | 1/1/2021 | 12/31/2021 | \$31.05 | 3% | \$29.45 to \$32.64 |
| | | | | | 1/1/2022 | 12/31/2022 | \$31.98 | 3% | \$30.33 to \$33.62 |
| | | | | | 1/1/2019 | 12/31/2019 | \$26.38 | 3% | \$25.01 to \$27.75 |
| Exempt/Non-exempt | Technician Engineer/Scientist/ Planner/Consultant | | | | 1/1/2020 | 12/31/2020 | \$27.17 | 3% | \$25.76 to \$28.58 |
| | | | | | 1/1/2021 | 12/31/2021 | \$27.99 | 3% | \$26.53 to \$29.44 |
| | | | | | 1/1/2022 | 12/31/2022 | \$28.83 | 3% | \$27.33 to \$30.32 |
| Non-exempt | Clerical/Tech Editor | | | | 1/1/2019 | 12/31/2019 | \$23.76 | 3% | \$22.51 to \$25.00 |
| | | | | | 1/1/2020 | 12/31/2020 | \$24.47 | 3% | \$23.19 to \$25.75 |
| | | | | | 1/1/2021 | 12/31/2021 | \$25.20 | 3% | \$23.88 to \$26.52 |
| Non-exempt | Administrative Assistant | | | | 1/1/2022 | 12/31/2022 | \$25.96 | 3% | \$24.60 to \$27.32 |
| | | | | | 1/1/2019 | 12/31/2019 | \$21.26 | 3% | \$20.01 to \$22.50 |
| | | | | | 1/1/2020 | 12/31/2020 | \$21.89 | 3% | \$20.61 to \$23.18 |
| Exempt/Non-exempt | Administrative Assistant | | | | 1/1/2021 | 12/31/2021 | \$22.55 | 3% | \$21.23 to \$23.87 |
| | | | | | 1/1/2022 | 12/31/2022 | \$23.23 | 3% | \$21.87 to \$24.59 |
| | | | | | 1/1/2019 | 12/31/2019 | \$40.76 | 3% | \$38.26 to \$43.25 |
| Non-exempt | Administrative Assistant | | | | 1/1/2020 | 12/31/2020 | \$41.98 | 3% | \$39.41 to \$44.55 |
| | | | | | 1/1/2021 | 12/31/2021 | \$43.24 | 3% | \$40.59 to \$45.88 |
| | | | | | 1/1/2022 | 12/31/2022 | \$44.53 | 3% | \$41.81 to \$47.26 |
| Non-exempt | Administrative Assistant | | | | 1/1/2019 | 12/31/2019 | \$22.00 | 3% | \$9.00 to \$35.00 |
| | | | | | 1/1/2020 | 12/31/2020 | \$22.00 | 3% | \$9.00 to \$35.00 |
| | | | | | 1/1/2021 | 12/31/2021 | \$22.00 | 3% | \$9.00 to \$35.00 |
| | | | 1/1/2022 | 12/31/2022 | \$22.00 | 3% | \$9.00 to \$35.00 | | |

Notes:

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.

| | Name/Job Title/Classification ¹ | Hourly Billing Rates ² | | | Effective Date of Hourly Billing Rates | | Actual or Average Hourly Rate | % Annual Increase 3% | Hourly Range - for Classifications Only |
|--|--|-----------------------------------|----------|--------|--|----|--------------------------------------|-----------------------------|---|
| | | Straight ³ | OT(1.5x) | OT(2x) | From | To | | | |

3. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.



**Exhibit 10-H2 Cost Proposal
Specific Rate of Compensation**

Consultant: Stantec Consulting Services Inc.

Subconsultant

| SCHEDULE OF OTHER DIRECT COST ITEMS | | | |
|--|----------------------------|----------------------|--------------|
| DESCRIPTION OF ITEMS | UNIT | UNIT COST | TOTAL |
| Special Tooling | | | |
| A. GPS | 20 per day | \$100.00 | \$ 2,000.00 |
| B. Drilling | | at cost | |
| C. Laboratory Testing | | at cost | |
| D. Records Search Fees | 8 | at cost (\$500) | \$ 4,000.00 |
| | | | |
| | | | |
| Travel | | | |
| A. Mileage (personal, company) | 25 trips/300 miles + 7,500 | at IRS rate (\$0.58) | \$4,350.00 |
| B. Tolls | per toll | at cost | |
| C. Parking | | at cost | |
| D. Rental Vehicle and Gas | | at cost | \$1,000 |
| E. Lodging | | at cost | \$2,500 |
| F. Meals | | at cost | \$ 1,500.00 |
| G. Related Incidentals | | at cost | \$ 500.00 |
| | | | |
| | | | |
| Document Production | | | |
| A. Color: 8 1/2 x 11 / 11 x 17 (internal) | page | \$0.25 / \$0.50 | \$ 1,250.00 |
| B. Color: 8 1/2 x 11 / 11 x 17 (internal) | page | \$0.05 / \$0.10 | \$ 750.00 |
| C. Printing (outside services) | | at cost | \$ 5,000.00 |
| D. Postage/Shipping | | at cost | \$1,000 |

NOTES:

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).

5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules. Local Assistance Procedures Manual EXHIBIT 10-H2 Cost Proposal Page 6 of 9 January 2018
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.
12. Total are just gross estimates since actual scope of services have not been defined. Mark-ups are Not Allowed.

EXHIBIT 10-H2 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

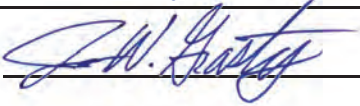
I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

- 7. Generally Accepted Accounting Principles (GAAP)
- 8. Terms and conditions of the contract
- 9. [Title 23 United States Code Section 112](#) - Letting of Contracts
- 10. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
- 11. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
- 12. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:

Name: James W. Grasty Title *: Senior Vice President

Signature :  Date of Certification (mm/dd/yyyy): 01/02/2020

Email: jim.grasty@stantec.com Phone Number: (916) 669-5960

Address: 555 Capitol Mall, Suite 650, Sacramento, CA 95814

* An individual executive or financial officer of the consultant’s or subconsultant’s organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

On-call environmental services, including CEQA/NEPA compliance, regulatory permitting assistance, and supporting technical studies.

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(NON- PREVAILING WAGE CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant Points West Surveying Company

Prime Consultant Subconsultant

Project No. DPW-2019-001 Contract No. _____ Participation Amount \$ 150,000 Date 12/23/2019

| | | | |
|-------------------|---|---------|---------------|
| For Combined Rate | Fringe Benefit 55.36 % + General & Administrative 68.97 % | =124.33 | Combined ICR% |
| | | Fee =10 | % |

BILLING INFORMATION

CALCULATION INFORMATION

| Name/Job Title/Classification ¹ | Hourly Billing Rates ² | | | Effective Date of Hourly Rate | | Actual or Avg. Hourly Rate ⁴ | % or \$ Increase | Hourly Range - or Classifications Only |
|---|-----------------------------------|----------|----------|-------------------------------|------------|---|------------------|--|
| | Straight ³ | OT(1.5x) | OT(2x) | From | To | | | |
| Licensed Surveyor - Principal David Crivelli | \$115.36 | \$138.74 | \$162.11 | 01/01/2019 | 12/31/2019 | \$46.75 | 2 | |
| | \$117.68 | \$141.53 | \$165.37 | 01/01/2020 | 12/31/2020 | \$47.69 | | |
| | \$120.03 | \$144.35 | \$168.67 | 01/01/2021 | 12/31/2021 | \$48.64 | | |
| Licensed Surveyor - Principal Michael Pulley | \$116.20 | \$139.75 | \$163.29 | 01/01/2019 | 12/31/2019 | \$47.09 | 2 | |
| | \$118.52 | \$142.54 | \$166.55 | 01/01/2020 | 12/31/2020 | \$48.03 | | |
| | \$120.89 | \$145.38 | \$169.88 | 01/01/2021 | 12/31/2021 | \$48.99 | | |
| Licensed Surveyor - Staff Jesse Buffington | \$98.71 | \$118.71 | \$138.71 | 01/01/2019 | 12/31/2019 | \$40.00 | 2 | |
| | \$100.68 | \$121.08 | \$141.48 | 01/01/2020 | 12/31/2020 | \$40.80 | | |
| | \$102.70 | \$123.51 | \$144.32 | 01/01/2021 | 12/31/2021 | \$41.62 | | |
| Survey Technician II William Pool | \$81.43 | \$97.43 | \$114.43 | 01/01/2019 | 12/31/2019 | \$33.00 | 2 | |
| | \$83.06 | \$99.89 | \$116.72 | 01/01/2020 | 12/31/2020 | \$33.66 | | |
| | \$84.71 | \$101.88 | \$119.04 | 01/01/2021 | 12/31/2021 | \$34.33 | | |
| Survey Technician II Ryan Baxter | \$74.03 | \$89.03 | \$104.03 | 01/01/2019 | 12/31/2018 | \$30.00 | 2 | |
| | \$75.51 | \$90.81 | \$106.11 | 01/01/2020 | 12/31/2019 | \$30.60 | | |
| | \$77.01 | \$92.62 | \$108.22 | 01/01/2021 | 12/31/2020 | \$31.21 | | |
| Survey Technician Paul Krause | \$61.69 | \$74.19 | \$86.69 | 01/01/2019 | 12/31/2019 | \$25.00 | 2 | |
| | \$62.92 | \$75.67 | \$88.42 | 01/01/2020 | 12/31/2020 | \$25.50 | | |
| | \$64.18 | \$77.19 | \$90.19 | 01/01/2021 | 12/31/2021 | \$26.01 | | |
| Survey Technician I Austin McChesney | \$51.82 | \$62.32 | \$72.82 | 01/01/2019 | 12/31/2019 | \$21.00 | 2 | |
| | \$52.86 | \$63.57 | \$74.28 | 01/01/2020 | 12/31/2020 | \$21.42 | | |
| | \$53.92 | \$64.84 | \$75.77 | 01/01/2021 | 12/31/2021 | \$21.85 | | |

NOTES:

1. All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates should be based on the consultant's annual accounting period, established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

EXHIBIT 10-H2 COST PROPOSAL Page 2 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant Points West Surveying Company

Prime Consultant Subconsultant

Project No. DPW-2019-001 Contract No. _____ Date 12/23/2019

| SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary) | | | | |
|--|-----------------|-------------|------------------|--------------|
| Description of Item | Quantity | Unit | Unit Cost | Total |
| Mileage Costs | 1000 | Mile | \$0.58 | \$580.00 |
| GPS Units | 12 | Unit | \$100.00 | \$1200.00 |
| Boat | 1 | Day | \$150.00 | \$150.00 |
| Single Beam Sounder | 1 | Day | \$200.00 | \$200.00 |
| Aerial Target | 15 | Unit | \$15.00 | \$225.00 |
| Vehicle | | | \$ | \$ |
| Subconsultant 1: | | | | \$ |
| Subconsultant 2: | | | | \$ |
| Subconsultant 3: | | | | \$ |
| Subconsultant 4: | | | | \$ |
| Subconsultant 5: | | | | \$ |

Note: Add additional pages if necessary.

NOTES:

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

EXHIBIT 10-H2 COST PROPOSAL Page 3 of 3


Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

7. Generally Accepted Accounting Principles (GAAP)
8. Terms and conditions of the contract
9. Title 23 United States Code Section 112 - Letting of Contracts
10. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
11. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
12. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:

Name: Michael D. Pulley Title *: Vice-President, Principal + CFO
 Signature :  Date of Certification (mm/dd/yyyy): 12/23/2019
 Email: pulley@pointswestsurveying.com Phone Number: 707.840.9510
 Address: 5201 Carlson Park Drive Suite 3 Arcata CA 95521

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Land Surveying Services, including topographic, boundary, hydrographic, and construction surveying, construction staking, right of way determination, preparation of legal descriptions and maps, coordination with prime and subcontractors

Subconsultant's Participation Amount: \$150,000

| |
|---|
| Loaded Rate Calculation |
| Non-Exempt Employee Loaded Billing Rates |
| A) Straight Time = Actual Hourly Rate * (1 + Field O.H.) * (1 + Fee) + Delta Base * (Applicable Multiplier Delta Base) + Delta Fringe * (Applicable Multiplier Delta Fringe) |
| B) 1.5X or 2.0X Overtime = (Actual Hourly Rate) * (1 + Field O.H.) * (1 + Fee) + .5X or 1.0X (Actual Hourly Rate) + Delta Base * (Applicable Multiplier Delta Base) + Delta Fringe * (Applicable Multiplier Delta Fringe) |
| Exempt Employee Loaded Billing Rates |
| C) Straight Time or 1.5X or 2.0X Overtime = Actual Hourly Rate * (1 + Field O.H.) * (1 + Fee) + Delta Base * (Applicable Multiplier Delta Base) + Delta Fringe * (Applicable Multiplier Delta Fringe) |

| | | | | |
|--------------------------------|------------------|------------|--------------------------|------------|
| Home Office Personnel: | Fringe Benefit % | Overhead % | General Administration % | Combined % |
| NORMAL | 55.36% | 68.97% | 0.00% | 124.33% |
| OVERTIME | 55.36% | 68.97% | 0.00% | 124.33% |
| Field Office Personnel: | Fringe Benefit % | Overhead % | General Administration % | Combined % |
| NORMAL | 55.36% | 68.97% | 0.00% | 124.33% |
| OVERTIME | 55.36% | 68.97% | 0.00% | 124.33% |

The PW differentials Delta Base and Delta Fringe shown in the formulas above for Loaded Billing Rates are applicable only when performing services covered under DIR determinations.

| Name/Classification | Home Office Personnel Field Office Personnel | Prevailing Wage Rate established by State DIR (only applicable for prevailing wage work) | | | | | | Employee Actual Rate (fringe benefits vary year over year) | | | | | | Applicable DELTA (TOTAL) = Employee Total - DIR Total | | | Applicable DELTA Base = DIR Rate - Employee Base Rate | | | Applicable DELTA FRINGE = DELTA TOTAL - DELTA BASE (Employee - DIR) | | | Loaded Hourly Billing Rates | | | Effective Date of Hourly Rate | | % Escalation Increase | Actual Hourly Rate and/or Average Hourly Rate | Hourly Range for Class | | | | | | |
|--|---|---|---------|-----------------|-------------------------------------|----------|-------------|---|-----------------|-----------------------|---------|----------|---------|--|----------|-----------|--|-----------|-----------|---|-----------|-----------|-----------------------------|-----------|-----------|----------------------------------|----------|-----------------------|---|------------------------|----------|--------|----------|--------|--------|----------|
| | | Base Salary | | Fringe Benefits | Total Base Salary + Fringe Benefits | | Base Salary | | Estimate Fringe | Total - Base + Fringe | | Straight | 1.5 OT | 2.0 OT | Straight | 1.5 OT | 2.0 OT | Straight | 1.5 OT | 2.0 OT | Straight | 1.5 OT | 2.0 OT | Straight | OT (1.5x) | OT (2x) | From | | | | To | | | | | |
| | | Straight | 1.5 OT | | 2.0 OT | Straight | 1.5 OT | 2.0 OT | | Straight | 1.5 OT | | | | | | | | | | | | | | | | | | | | | 2.0 OT | Straight | 1.5 OT | 2.0 OT | Straight |
| David Crivelli, PLS Project Manager Surveys | FIELD | \$45.03 | \$67.55 | \$90.06 | \$31.05 | \$76.08 | \$98.60 | \$121.11 | \$46.75 | \$70.13 | \$93.50 | \$15.94 | \$62.69 | \$96.07 | \$109.44 | (\$13.39) | (\$12.53) | (\$11.67) | \$0.00 | \$0.00 | \$0.00 | (\$13.39) | (\$12.53) | (\$11.67) | \$115.36 | \$138.74 | \$162.11 | 1/1/2019 | 12/31/2019 | 2.00% | \$ 46.75 | N/A | | | | |
| | | \$48.03 | \$72.05 | \$96.06 | \$31.05 | \$79.08 | \$103.10 | \$127.11 | \$47.69 | \$71.54 | \$95.38 | \$18.82 | \$66.51 | \$90.36 | \$114.20 | (\$12.57) | (\$12.74) | (\$12.91) | \$0.00 | \$0.00 | \$0.00 | (\$12.23) | (\$12.23) | (\$12.23) | \$117.68 | \$141.53 | \$165.37 | 1/1/2020 | 12/31/2020 | 2.00% | \$ 47.69 | | | | | |
| | | \$48.03 | \$72.05 | \$96.06 | \$31.05 | \$79.08 | \$103.10 | \$127.11 | \$48.64 | \$72.96 | \$97.28 | \$18.82 | \$67.46 | \$91.78 | \$116.10 | (\$11.62) | (\$11.32) | (\$11.01) | \$0.00 | \$0.00 | \$0.00 | (\$11.62) | (\$11.32) | (\$11.01) | \$120.03 | \$144.35 | \$168.67 | 1/1/2021 | 12/31/2021 | 2.00% | \$ 48.64 | | | | | |
| | | \$48.03 | \$72.05 | \$96.06 | \$31.05 | \$79.08 | \$103.10 | \$127.11 | \$49.61 | \$74.42 | \$99.22 | \$18.82 | \$68.43 | \$93.24 | \$118.04 | (\$10.65) | (\$9.86) | (\$9.07) | \$0.00 | \$0.00 | \$0.00 | (\$10.65) | (\$9.86) | (\$9.07) | \$122.42 | \$147.22 | \$172.03 | 1/1/2022 | 12/31/2022 | 2.00% | \$ 49.61 | | | | | |
| David Crivelli, PLS Project Manager Surveys | OFFICE | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | | | |
| | | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | | |
| | | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | |
| | | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | |
| Michael Pulley, PLS Project Manager Surveys | FIELD | \$45.03 | \$67.55 | \$90.06 | \$31.05 | \$76.08 | \$98.60 | \$121.11 | \$47.09 | \$70.64 | \$94.18 | \$15.41 | \$62.50 | \$86.05 | \$109.59 | (\$13.58) | (\$12.55) | (\$11.52) | \$0.00 | \$0.00 | \$0.00 | (\$13.58) | (\$12.55) | (\$11.52) | \$116.20 | \$139.75 | \$163.29 | 1/1/2019 | 12/31/2019 | 2.00% | \$ 47.09 | N/A | | | | |
| | | \$48.03 | \$72.05 | \$96.06 | \$31.05 | \$79.08 | \$103.10 | \$127.11 | \$48.03 | \$72.05 | \$96.06 | \$18.82 | \$66.85 | \$90.87 | \$114.88 | (\$12.23) | (\$12.23) | (\$12.23) | \$0.00 | \$0.00 | \$0.00 | (\$12.23) | (\$12.23) | (\$12.23) | \$118.52 | \$142.54 | \$166.55 | 1/1/2020 | 12/31/2020 | 2.00% | \$ 48.03 | | | | | |
| | | \$48.03 | \$72.05 | \$96.06 | \$31.05 | \$79.08 | \$103.10 | \$127.11 | \$48.99 | \$73.49 | \$97.98 | \$18.82 | \$67.81 | \$92.31 | \$116.80 | (\$11.27) | (\$10.79) | (\$10.31) | \$0.00 | \$0.00 | \$0.00 | (\$11.27) | (\$10.79) | (\$10.31) | \$120.89 | \$145.38 | \$169.88 | 1/1/2021 | 12/31/2021 | 2.00% | \$ 48.99 | | | | | |
| | | \$48.03 | \$72.05 | \$96.06 | \$31.05 | \$79.08 | \$103.10 | \$127.11 | \$49.97 | \$74.96 | \$99.94 | \$18.82 | \$68.79 | \$93.78 | \$118.76 | (\$10.29) | (\$9.32) | (\$8.35) | \$0.00 | \$0.00 | \$0.00 | (\$10.29) | (\$9.32) | (\$8.35) | \$123.31 | \$148.29 | \$173.28 | 1/1/2022 | 12/31/2022 | 2.00% | \$ 49.97 | | | | | |
| Michael Pulley, PLS Project Manager Surveys | OFFICE | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | | |
| | | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | |
| | | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | |
| | | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | |
| Jesse Buffington, PLS Crew Chief | FIELD | \$45.03 | \$67.55 | \$90.06 | \$31.05 | \$76.08 | \$98.60 | \$121.11 | \$40.00 | \$60.00 | \$80.00 | \$11.34 | \$51.34 | \$71.34 | \$91.34 | (\$24.74) | (\$27.26) | (\$29.77) | (\$5.03) | (\$7.55) | (\$10.06) | (\$19.71) | (\$19.71) | (\$19.71) | \$98.71 | \$118.71 | \$138.71 | 1/1/2019 | 12/31/2019 | 2.00% | \$ 40.00 | N/A | | | | |
| | | \$48.03 | \$72.05 | \$96.06 | \$31.05 | \$79.08 | \$103.10 | \$127.11 | \$40.80 | \$61.20 | \$81.60 | \$11.57 | \$52.37 | \$72.77 | \$93.17 | (\$26.71) | (\$30.33) | (\$33.94) | (\$7.23) | (\$10.85) | (\$14.46) | (\$19.48) | (\$19.48) | (\$19.48) | \$100.68 | \$121.08 | \$141.48 | 1/1/2020 | 12/31/2020 | 2.00% | \$ 40.80 | | | | | |
| | | \$48.03 | \$72.05 | \$96.06 | \$31.05 | \$79.08 | \$103.10 | \$127.11 | \$41.62 | \$62.43 | \$83.24 | \$11.80 | \$53.42 | \$74.23 | \$95.04 | (\$25.66) | (\$28.87) | (\$32.07) | (\$6.41) | (\$9.62) | (\$12.82) | (\$19.25) | (\$19.25) | (\$19.25) | \$102.70 | \$123.51 | \$144.32 | 1/1/2021 | 12/31/2021 | 2.00% | \$ 41.62 | | | | | |
| | | \$48.03 | \$72.05 | \$96.06 | \$31.05 | \$79.08 | \$103.10 | \$127.11 | \$42.45 | \$63.68 | \$84.90 | \$12.04 | \$54.49 | \$75.72 | \$96.94 | (\$24.59) | (\$27.38) | (\$30.17) | (\$5.58) | (\$8.37) | (\$11.16) | (\$19.01) | (\$19.01) | (\$19.01) | \$104.75 | \$125.98 | \$147.20 | 1/1/2022 | 12/31/2022 | 2.00% | \$ 42.45 | | | | | |
| Jesse Buffington, PLS Survey Rodman | FIELD | \$39.06 | \$58.59 | \$78.12 | \$31.05 | \$70.11 | \$89.64 | \$109.17 | \$40.00 | \$60.00 | \$80.00 | \$11.34 | \$51.34 | \$71.34 | \$91.34 | (\$18.77) | (\$18.30) | (\$17.83) | \$0.00 | \$0.00 | \$0.00 | (\$18.77) | (\$18.30) | (\$17.83) | \$98.71 | \$118.71 | \$138.71 | 1/1/2019 | 12/31/2019 | 2.00% | \$ 40.00 | N/A | | | | |
| | | \$42.06 | \$63.09 | \$84.12 | \$31.05 | \$73.11 | \$94.14 | \$115.17 | \$40.80 | \$61.20 | \$81.60 | \$11.57 | \$52.37 | \$72.77 | \$93.17 | (\$20.74) | (\$21.37) | (\$22.00) | (\$1.26) | (\$1.89) | (\$2.52) | (\$19.48) | (\$19.48) | (\$19.48) | \$100.68 | \$121.08 | \$141.48 | 1/1/2020 | 12/31/2020 | 2.00% | \$ 40.80 | | | | | |
| | | \$42.06 | \$63.09 | \$84.12 | \$31.05 | \$73.11 | \$94.14 | \$115.17 | \$41.62 | \$62.43 | \$83.24 | \$11.80 | \$53.42 | \$74.23 | \$95.04 | (\$19.69) | (\$19.91) | (\$20.13) | (\$0.44) | (\$0.66) | (\$0.88) | (\$19.25) | (\$19.25) | (\$19.25) | \$102.70 | \$123.51 | \$144.32 | 1/1/2021 | 12/31/2021 | 2.00% | \$ 41.62 | | | | | |
| | | \$42.06 | \$63.09 | \$84.12 | \$31.05 | \$73.11 | \$94.14 | \$115.17 | \$42.45 | \$63.68 | \$84.90 | \$12.04 | \$54.49 | \$75.72 | \$96.94 | (\$18.62) | (\$18.43) | (\$18.23) | \$0.00 | \$0.00 | \$0.00 | (\$18.62) | (\$18.43) | (\$18.23) | \$104.75 | \$125.98 | \$147.20 | 1/1/2022 | 12/31/2022 | 2.00% | \$ 42.45 | | | | | |
| William Pool, CAD Drafter | OFFICE | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | | |
| | | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | |
| | | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A |
| | | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A |
| Ryan Baxter, PLS Crew Chief | FIELD | \$45.03 | \$67.55 | \$90.06 | \$31.05 | \$76.08 | \$98.60 | \$121.11 | \$30.00 | \$45.00 | \$60.00 | \$13.16 | \$43.16 | \$58.16 | \$73.16 | (\$32.92) | (\$40.44) | (\$47.95) | (\$15.03) | (\$22.55) | (\$30.06) | (\$17.89) | (\$17.89) | (\$17.89) | \$74.03 | \$89.03 | \$104.03 | 1/1/2019 | 12/31/2019 | 2.00% | \$ 30.00 | N/A | | | | |
| | | \$48.03 | \$72.05 | \$96.06 | \$31.05 | \$79.08 | \$103.10 | \$127.11 | \$30.60 | \$45.90 | \$61.20 | \$13.42 | \$44.02 | \$59.32 | \$74.62 | (\$35.06) | (\$43.77) | (\$52.49) | (\$17.43) | (\$26.15) | (\$34.86) | (\$17.63) | (\$17.63) | (\$17.63) | \$75.51 | \$90.81 | \$106.11 | 1/1/2020 | 12/31/2020 | 2.00% | \$ 30.60 | | | | | |
| | | \$48.03 | \$72.05 | \$96.06 | \$31.05 | \$79.08 | \$103.10 | \$127.11 | \$31.21 | \$46.82 | \$62.42 | \$13.69 | \$44.90 | \$60.51 | \$76.11 | (\$34.18) | (\$42.59) | (\$51.00) | (\$16.82) | (\$25.23) | (\$33.64) | (\$17.36) | (\$17.36) | (\$17.36) | \$77.01 | \$92.62 | \$108.22 | 1/1/2021 | 12/31/2021 | 2.00% | \$ 31.21 | | | | | |
| | | \$48.03 | \$72.05 | \$96.06 | \$31.05 | \$79.08 | \$103.10 | \$127.11 | \$31.83 | \$47.75 | \$63.66 | \$13.97 | \$45.80 | \$61.71 | \$77.63 | (\$33.28) | (\$41.38) | (\$49.48) | (\$16.20) | (\$24.30) | (\$32.40) | (\$17.08) | (\$17.08) | (\$17.08) | \$78.54 | \$94.46 | \$110.37 | 1/1/2022 | 12/31/2022 | 2.00% | \$ 31 | | | | | |

EXHIBIT 10-H4 COST PROPOSAL FOR CONTRACTS WITH PREVAILING WAGES

ACTUAL COST PLUS FIXED FEE; SPECIFIC RATES OF COMPENSATION AND COST PER UNIT OF WORK CONTRACTS

| | | | | |
|---|---------------------------|--|---|---|
| CONSULTANT=Ghirardelli Associates, Inc | | PRIME _____ SUB _____ X | CONTRACT TYPE: SPECIFIC RATES OF COMPENSATION | (LIST ONE OF THE ABOVE LISTED CONTRACT TYPES) |
| PROJECT NO. DPW2019-001 | CONTRACT NO. _____ | DATE: 11/22/2019 | Prime Consultant's Participation Amount \$ 200,000 | |

Loaded Rate Calculation

Non Exempt Employee Loaded Billing Rates

- A) Straight Time = Actual Hourly Rate * (1 + Field O.H.) * (1 + Fee) + Delta Base * (Applicable Multiplier Delta Base) + Delta Fringe * (Applicable Multiplier Delta Fringe)
- B) 1.5X or 2.0X Overtime = (Actual Hourly Rate) * (1 + Field O.H.) * (1 + Fee) + .5X or 1.0X (Actual Hourly Rate) + Delta Base * (Applicable Multiplier Delta Base) + Delta Fringe * (Applicable Multiplier Delta Fringe)

Exempt Employee Loaded Billing Rates

- C) Straight Time or 1.5X or 2.0X Overtime = Actual Hourly Rate * (1 + Field O.H.) * (1 + Fee) + Delta Base * (Applicable Multiplier Delta Base) + Delta Fringe * (Applicable Multiplier Delta Fringe)

The PW differentials Delta Base and Delta Fringe shown in the formulas above for Loaded Billing Rates are applicable only when performing services covered under DIR determinations.

| | | | | |
|--------------------------------|-------------------------|---|---------------------------------|-------------------|
| Home Office Personnel: | Fringe Benefit % | Overhead % | General Administration % | Combined % |
| NORMAL | 53.12% + | 70.30% + | 0.00% | = 123.42% |
| OVERTIME | 53.12% + | 70.30% + | 0.00% | = 123.42% |
| Field Office Personnel: | Fringe Benefit % | Overhead % | General Administration % | Combined % |
| NORMAL | 53.12% + | 70.30% + | 0.00% | = 123.42% |
| OVERTIME | 53.12% + | 70.30% + | 0.00% | = 123.42% |
| | Fee | | | = 10.00% |
| | | Applicable Multiplier Delta Base (Field) | | = 2.4576 |
| | | Applicable Multiplier Fringe (Field) | | = 2.4576 |

NORTHERN CALIFORNIA
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| Name/Classification | Home Office Personnel / Field Office Personnel | Prevailing Wage Rate established by State DIR (only applicable for prevailing wage work) | | | | | | | | | Employee Actual Rate (fringe benefits vary year over year) | | | | | | Applicable DELTA (TOTAL) = Employee Total - DIR Total | | | Applicable DELTA Base = DIR Rate - Employee Base Rate | | | Applicable DELTA FRINGE = DELTA TOTAL - DELTA BASE (Employee - DIR) | | | Effective Date of Hourly Rate | Loaded Hourly Billing Rates | | | % Escalation Increase | Actual Hourly Rate and/or Average | Hourly Range for Class | | | | |
|---|--|--|---------|----------|-----------------|---------|----------|-------------------------------------|----------|----------|--|---------|----------|-----------------|----------|----------|---|-----------|--------|---|----------|--------|---|----------|-----------|-------------------------------|-----------------------------|----------|-----------|-----------------------|-----------------------------------|------------------------|----------|----------|-----------|-----------|
| | | Base Salary | | | Fringe Benefits | | | Total Base Salary + Fringe Benefits | | | Base Salary | | | Estimate Fringe | | | Total = Base + Fringe | | | Straight | | | 1.5 OT | | | | 2.0 OT | | | | | | | | | |
| | | Straight | 1.5 OT | 2.0 OT | Straight | 1.5 OT | 2.0 OT | Straight | 1.5 OT | 2.0 OT | Straight | 1.5 OT | 2.0 OT | Straight | 1.5 OT | 2.0 OT | Straight | 1.5 OT | 2.0 OT | Straight | 1.5 OT | 2.0 OT | Straight | 1.5 OT | 2.0 OT | | Straight | 1.5 OT | 2.0 OT | | | | From | To | Straight | OT (1.5x) |
| Charles Dory Project Manager / Resident Engineer / Construction Inspector Group 2 | FIELD | \$45.03 | \$67.55 | \$90.06 | \$31.06 | \$76.09 | \$98.61 | \$121.12 | \$99.02 | \$99.02 | \$99.02 | \$28.47 | \$127.49 | \$127.49 | \$127.49 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 9/1/2019 | 6/30/2020 | \$243.35 | \$243.35 | \$243.35 | 4.00% | \$ 99.02 | N/A |
| Charles Dory Project Manager / Resident Engineer / Construction Inspector Group 2 | DAY | \$47.17 | \$70.76 | \$94.34 | \$32.12 | \$79.29 | \$102.88 | \$126.46 | \$102.98 | \$102.98 | \$102.98 | \$28.47 | \$131.45 | \$131.45 | \$131.45 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 7/1/2020 | 6/30/2021 | \$253.09 | \$253.09 | \$253.09 | 4.00% | \$ 102.98 | N/A |
| Charles Dory Project Manager / Resident Engineer / Construction Inspector Group 2 | DAY | \$50.62 | \$75.93 | \$101.24 | \$32.12 | \$82.74 | \$108.05 | \$133.36 | \$107.10 | \$107.10 | \$107.10 | \$28.47 | \$135.57 | \$135.57 | \$135.57 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 7/1/2021 | 6/30/2022 | \$263.21 | \$263.21 | \$263.21 | 4.00% | \$ 107.10 | N/A |
| Charles Dory Project Manager / Resident Engineer / Construction Inspector Group 2 | DAY | \$50.62 | \$75.93 | \$101.24 | \$32.12 | \$82.74 | \$108.05 | \$133.36 | \$111.38 | \$111.38 | \$111.38 | \$28.47 | \$139.85 | \$139.85 | \$139.85 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 7/1/2022 | 6/30/2023 | \$273.73 | \$273.73 | \$273.73 | 4.00% | \$ 111.38 | N/A |
| Charles Dory Project Manager / Resident Engineer / Construction Inspector Group 2 | DAY | \$50.62 | \$75.93 | \$101.24 | \$32.12 | \$82.74 | \$108.05 | \$133.36 | \$115.84 | \$115.84 | \$115.84 | \$28.47 | \$144.31 | \$144.31 | \$144.31 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 7/1/2023 | 6/30/2024 | \$284.69 | \$284.69 | \$284.69 | 4.00% | \$ 115.84 | N/A |
| Charles Dory Project Manager / Resident Engineer / Construction Inspector Group 2 | FIELD | \$50.66 | \$75.99 | \$101.32 | \$31.06 | \$81.72 | \$107.05 | \$132.38 | \$99.02 | \$99.02 | \$99.02 | \$28.47 | \$127.49 | \$127.49 | \$127.49 | \$0.00 | \$0.00 | (\$4.89) | \$0.00 | \$0.00 | (\$2.30) | \$0.00 | \$0.00 | (\$2.59) | 9/1/2019 | 6/30/2020 | \$243.35 | \$243.35 | \$255.37 | 4.00% | \$ 99.02 | N/A | | | | |
| Charles Dory Project Manager / Resident Engineer / Construction Inspector Group 2 | FIELD | \$52.80 | \$79.20 | \$105.60 | \$32.12 | \$84.92 | \$111.32 | \$137.72 | \$102.98 | \$102.98 | \$102.98 | \$28.47 | \$131.45 | \$131.45 | \$131.45 | \$0.00 | \$0.00 | (\$6.82) | \$0.00 | \$0.00 | (\$2.62) | \$0.00 | \$0.00 | (\$3.65) | 7/1/2020 | 6/30/2021 | \$253.09 | \$253.09 | \$268.49 | 4.00% | \$ 102.98 | N/A | | | | |
| Charles Dory Project Manager / Resident Engineer / Construction Inspector Group 2 | FIELD | \$56.25 | \$84.38 | \$112.50 | \$32.12 | \$88.37 | \$116.50 | \$144.62 | \$107.10 | \$107.10 | \$107.10 | \$28.47 | \$135.57 | \$135.57 | \$135.57 | \$0.00 | \$0.00 | (\$9.05) | \$0.00 | \$0.00 | (\$5.40) | \$0.00 | \$0.00 | (\$3.65) | 7/1/2021 | 6/30/2022 | \$263.21 | \$263.21 | \$285.45 | 4.00% | \$ 107.10 | N/A | | | | |
| Charles Dory Project Manager / Resident Engineer / Construction Inspector Group 2 | FIELD | \$56.25 | \$84.38 | \$112.50 | \$32.12 | \$88.37 | \$116.50 | \$144.62 | \$111.38 | \$111.38 | \$111.38 | \$28.47 | \$139.85 | \$139.85 | \$139.85 | \$0.00 | \$0.00 | (\$4.77) | \$0.00 | \$0.00 | (\$1.12) | \$0.00 | \$0.00 | (\$3.65) | 7/1/2022 | 6/30/2023 | \$273.73 | \$273.73 | \$285.45 | 4.00% | \$ 111.38 | N/A | | | | |
| Charles Dory Project Manager / Resident Engineer / Construction Inspector Group 2 | FIELD | \$56.25 | \$84.38 | \$112.50 | \$32.12 | \$88.37 | \$116.50 | \$144.62 | \$115.84 | \$115.84 | \$115.84 | \$28.47 | \$144.31 | \$144.31 | \$144.31 | \$0.00 | \$0.00 | (\$0.31) | \$0.00 | \$0.00 | (\$0.31) | \$0.00 | \$0.00 | (\$0.31) | 7/1/2023 | 6/30/2024 | \$284.69 | \$284.69 | \$285.45 | 4.00% | \$ 115.84 | N/A | | | | |
| Gina Prchlik Resident Engineer / Office Engineer / Labor Compliance Group 2 | FIELD | \$45.03 | \$67.55 | \$90.06 | \$31.06 | \$76.09 | \$98.61 | \$121.12 | \$79.31 | \$79.31 | \$79.31 | \$16.86 | \$96.17 | \$96.17 | \$96.17 | \$0.00 | \$0.00 | (\$2.44) | \$0.00 | (\$24.95) | \$0.00 | \$0.00 | (\$10.75) | 9/1/2019 | 6/30/2020 | \$194.91 | \$200.90 | \$256.23 | 4.00% | \$ 79.31 | N/A | | | | | |
| Gina Prchlik Resident Engineer / Office Engineer / Labor Compliance Group 2 | FIELD | \$47.17 | \$70.76 | \$94.34 | \$32.12 | \$79.29 | \$102.88 | \$126.46 | \$82.48 | \$82.48 | \$82.48 | \$16.86 | \$99.34 | \$99.34 | \$99.34 | \$0.00 | \$0.00 | (\$3.54) | \$0.00 | (\$27.12) | \$0.00 | \$0.00 | (\$11.86) | 7/1/2020 | 6/30/2021 | \$202.70 | \$211.39 | \$269.36 | 4.00% | \$ 82.48 | N/A | | | | | |
| Gina Prchlik Resident Engineer / Office Engineer / Labor Compliance Group 2 | FIELD | \$50.62 | \$75.93 | \$101.24 | \$32.12 | \$82.74 | \$108.05 | \$133.36 | \$85.78 | \$85.78 | \$85.78 | \$16.86 | \$102.64 | \$102.64 | \$102.64 | \$0.00 | \$0.00 | (\$5.41) | \$0.00 | (\$30.72) | \$0.00 | \$0.00 | (\$15.46) | 7/1/2021 | 6/30/2022 | \$210.81 | \$224.11 | \$286.31 | 4.00% | \$ 85.78 | N/A | | | | | |
| Gina Prchlik Resident Engineer / Office Engineer / Labor Compliance Group 2 | FIELD | \$50.62 | \$75.93 | \$101.24 | \$32.12 | \$82.74 | \$108.05 | \$133.36 | \$89.21 | \$89.21 | \$89.21 | \$16.86 | \$106.07 | \$106.07 | \$106.07 | \$0.00 | \$0.00 | (\$1.98) | \$0.00 | (\$27.29) | \$0.00 | \$0.00 | (\$12.03) | 7/1/2022 | 6/30/2023 | \$219.24 | \$224.11 | \$286.31 | 4.00% | \$ 89.21 | N/A | | | | | |
| Gina Prchlik Resident Engineer / Office Engineer / Labor Compliance Group 2 | FIELD | \$50.62 | \$75.93 | \$101.24 | \$32.12 | \$82.74 | \$108.05 | \$133.36 | \$92.78 | \$92.78 | \$92.78 | \$16.86 | \$109.64 | \$109.64 | \$109.64 | \$0.00 | \$0.00 | (\$23.72) | \$0.00 | (\$8.46) | \$0.00 | \$0.00 | (\$15.26) | 7/1/2023 | 6/30/2024 | \$228.02 | \$228.02 | \$286.31 | 4.00% | \$ 92.78 | N/A | | | | | |
| Gina Prchlik Resident Engineer / Office Engineer / Labor Compliance Group 2 | FIELD | \$50.66 | \$75.99 | \$101.32 | \$31.06 | \$81.72 | \$107.05 | \$132.38 | \$79.31 | \$79.31 | \$79.31 | \$16.86 | \$96.17 | \$96.17 | \$96.17 | \$0.00 | \$0.00 | (\$10.88) | \$0.00 | (\$36.21) | \$0.00 | \$0.00 | (\$22.01) | 9/1/2019 | 6/30/2020 | \$194.91 | \$221.65 | \$283.90 | 4.00% | \$ 79.31 | N/A | | | | | |
| Gina Prchlik Resident Engineer / Office Engineer / Labor Compliance Group 2 | FIELD | \$52.80 | \$79.20 | \$105.60 | \$32.12 | \$84.92 | \$111.32 | \$137.72 | \$82.48 | \$82.48 | \$82.48 | \$16.86 | \$99.34 | \$99.34 | \$99.34 | \$0.00 | \$0.00 | (\$11.98) | \$0.00 | (\$38.38) | \$0.00 | \$0.00 | (\$23.12) | 7/1/2020 | 6/30/2021 | \$202.70 | \$232.15 | \$297.03 | 4.00% | \$ 82.48 | N/A | | | | | |
| Gina Prchlik Resident Engineer / Office Engineer / Labor Compliance Group 2 | FIELD | \$56.25 | \$84.38 | \$112.50 | \$32.12 | \$88.37 | \$116.50 | \$144.62 | \$85.78 | \$85.78 | \$85.78 | \$16.86 | \$102.64 | \$102.64 | \$102.64 | \$0.00 | \$0.00 | (\$13.86) | \$0.00 | (\$41.98) | \$0.00 | \$0.00 | (\$26.72) | 7/1/2021 | 6/30/2022 | \$210.81 | \$244.86 | \$313.99 | 4.00% | \$ 85.78 | N/A | | | | | |
| Gina Prchlik Resident Engineer / Office Engineer / Labor Compliance Group 2 | FIELD | \$56.25 | \$84.38 | \$112.50 | \$32.12 | \$88.37 | \$116.50 | \$144.62 | \$89.21 | \$89.21 | \$89.21 | \$16.86 | \$106.07 | \$106.07 | \$106.07 | \$0.00 | \$0.00 | (\$10.43) | \$0.00 | (\$38.55) | \$0.00 | \$0.00 | (\$23.29) | 7/1/2022 | 6/30/2023 | \$219.24 | \$244.86 | \$313.99 | 4.00% | \$ 89.21 | N/A | | | | | |
| Gina Prchlik Resident Engineer / Office Engineer / Labor Compliance Group 2 | FIELD | \$56.25 | \$84.38 | \$112.50 | \$32.12 | \$88.37 | \$116.50 | \$144.62 | \$92.78 | \$92.78 | \$92.78 | \$16.86 | \$109.64 | \$109.64 | \$109.64 | \$0.00 | \$0.00 | (\$6.86) | \$0.00 | (\$34.98) | \$0.00 | \$0.00 | (\$19.72) | 7/1/2023 | 6/30/2024 | \$228.02 | \$244.86 | \$313.99 | 4.00% | \$ 92.78 | N/A | | | | | |
| Gina Prchlik Resident Engineer / Office Engineer / Labor Compliance Group 2 | FIELD | \$45.03 | \$67.55 | \$90.06 | \$31.06 | \$76.09 | \$98.61 | \$121.12 | \$79.31 | \$79.31 | \$79.31 | \$16.86 | \$96.17 | \$96.17 | \$96.17 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 9/1/2019 | 6/30/2020 | \$194.91 | \$194.91 | \$194.91 | 4.00% | \$ 79.31 | N/A | |
| Gina Prchlik Resident Engineer / Office Engineer / Labor Compliance Group 2 | FIELD | \$47.17 | \$70.76 | \$94.34 | \$32.12 | \$79.29 | \$102.88 | \$126.46 | \$82.48 | \$82.48 | \$82.48 | \$16.86 | \$99.34 | \$99.34 | \$99.34 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 7/1/2020 | 6/30/2021 | \$202.70 | \$202.70 | \$202.70 | 4.00% | \$ 82.48 | N/A | |
| Gina Prchlik Resident Engineer / Office Engineer / Labor Compliance Group 2 | FIELD | \$50.62 | \$75.93 | \$101.24 | \$32.12 | \$82.74 | \$108.05 | \$133.36 | \$85.78 | \$85.78 | \$85.78 | \$16.86 | \$102.64 | \$102.64 | \$102.64 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 7/1/2021 | 6/30/2022 | \$210.81 | \$210.81 | \$210.81 | 4.00% | \$ 85.78 | N/A | |
| Gina Prchlik Resident Engineer / Office Engineer / Labor Compliance Group 2 | FIELD | \$50.62 | \$75.93 | \$101.24 | \$32.12 | \$82.74 | \$108.05 | \$133.36 | \$89.21 | \$89.21 | \$89.21 | \$16.86 | \$106.07 | \$106.07 | \$106.07 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 7/1/2022 | 6/30/2023 | \$219.24 | \$219.24 | \$219.24 | 4.00% | \$ 89.21 | N/A | |
| Gina Prchlik Resident Engineer / Office Engineer / Labor Compliance Group 2 | FIELD | \$50.62 | \$75.93 | \$101.24 | \$32.12 | \$82.74 | \$108.05 | \$133.36 | \$92.78 | \$92.78 | \$92.78 | \$16.86 | \$109.64 | \$109.64 | \$109.64 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 7/1/2023 | 6/30/2024 | \$228.02 | \$228.02 | \$228.02 | 4.00% | \$ 92.78 | N/A | |
| Ernest Leo Construction Inspector Group 2 | FIELD | \$45.03 | \$67.55 | \$90.06 | \$31.06 | \$76.09 | \$98.61 | \$121.12 | \$63.65 | \$95.48 | \$127.30 | \$8.04 | \$71.69 | \$103.52 | \$135.34 | (\$4.40) | \$ | | | | | | | | | | | | | | | | | | | |

EXHIBIT 10-H4 COST PROPOSAL FOR CONTRACTS WITH PREVAILING WAGES

ACTUAL COST PLUS FIXED FEE; SPECIFIC RATES OF COMPENSATION AND COST PER UNIT OF WORK CONTRACTS

CONTRACT TYPE: Specific Rates of Compensation
 CONSULTANT: Ghirardelli Associates Inc.

PRIME _____ SUB _____ X

NORTHERN CALIFORNIA
 NC-63-3-9-2018-2

PROJECT NO. DPW2019-001

CONTRACT NO. _____

DATE: 11/22/2019

Prime Consultant's Participation Amount: N/A

SCHEDULE OF OTHER DIRECT COST ITEMS

| Ghirardelli Associates, Inc. | | | Subconsultant's Name | | | Subconsultant's Name | | | Subconsultant's Name | | |
|---|---------|------|-------------------------------------|------|--------|-------------------------------|------|--------|----------------------|------|--------|
| DESCRIPTION OF ITEMS | UNIT | COST | DESCRIPTION OF ITEMS | UNIT | COST | DESCRIPTION OF ITEMS | UNIT | COST | DESCRIPTION OF ITEMS | UNIT | COST |
| Special Tooling | | | Special Tooling | | | Communications | | | Special Tooling | | |
| A. Drone Services | MO | N/C | A. | | | A. Printing & Reproduction * | | N/C | A. | | |
| B. | | | B. | | | B. Cell Phone | | N/C | B. | | |
| C. | | | C. | | | Computer | | | C. | | |
| Travel | | | Travel | | | A. Laptop | | N/C | Travel | | Note 2 |
| A. Per Diem | | N/C | A. Per diem per Caltrans guidelines | | Note 2 | Vehicles | | | A. | | |
| B. Company Vehicles | | N/C | B. | | | A. Vehicle | | N/C | B. | | |
| C. Personal Vehicles (Mileage) | mile | N/C | C. | | | Delivery Services | | | C. | | |
| Other | | | | | | A. FEDEX/UPS/ IS Postal * | | N/C | Vehicles | | N/C |
| A. | % Labor | | | | | Miscellaneous | | | | | |
| | | | | | | A. Travel Expenses | Each | Note 2 | | | |
| | | | | | | * Extensive printing/shipping | Each | Actual | | | |
| * Facilities Capital Cost of Money (FCCM) will be billed as an Other Direct Cost based on the sum of actual hourly rates (AHR) of each employee (Emp) and the number of monthly hours billed (MHB) multiplied by the FCCM | | | | | | | | | | | |

Important Notes:

- "N/C" denotes No Charge
- Pre-approved travel and Per Diem will be reimbursed in accordance with the current Caltrans Travel Guide for consultants, and detailed in executed Task Order Cost Estimates. No charge will be invoiced for employee relocation costs.
- Actual costs are based on prices from appropriate vendors and should be competitive in their respective industries. The costs will be supported with appropriate documents detailed in executed Task Order Cost Estimates. Proposed vendors shall be presented in the Task Order Cost Estimate for each project. Pre-approval by the Caltrans Contract Manager will be required and shall be submitted along with the actual invoice.
- Parking, tolls and local transportation cost resulting from commuting to and from the employee's residence to the job site as assigned in the Task Order are not reimbursable.
- Other Direct Cost (ODC) items claimed shall be in compliance with 48 Code of Federal Regulation, Chapter 1, part 31 (Federal Acquisition Regulation – FAR cost principles) and shall be consistent with the firm's company-wide allocation policies and charging practices with all clients including federal government, state governments, local agencies and private clients.
- Proposed items shall be consistently billed directly to all clients (Commercial entities, Federal Govt., State Govt., and Local Govt. Agency), and not just when the client will pay for them as a direct cost.
- Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
- For those items listed here as "tools of the trade" that is part of indirect cost and not applicable as a direct cost, note as Not Applicable (NA).

EXHIBIT 10-H4 COST PROPOSAL FOR CONTRACTS WITH PREVAILING WAGES

ACTUAL COST PLUS FIXED FEE; SPECIFIC RATES OF COMPENSATION AND COST PER UNIT OF WORK CONTRACTS

CONSULT/ CHAUDHARY & ASSOCIATES, INC. PRIME SUB X

PROJECT NO. DPW2019-001 CONTRACT: DATE 12/18/2019 Subconsultant's Participation Amount: \$400,000

| |
|--|
| Loaded Rate Calculation |
| Non Exempt Employee Loaded Billing Rates |
| A) Straight Time = Actual Hourly Rate * (1 + Field O.H.) * (1 + Fee) + Delta Base * (Applicable Multiplier Delta Base) + Delta Fringe * (Applicable Multiplier Delta Fringe) |
| B) 1.5X or 2.0X Overtime = (Actual Hourly Rate) * (1 + Field O.H.) * (1 + Fee) +.5X or 1.0X (Actual Hourly Rate) + Delta Base * (Applicable Multiplier Delta Base) + Delta Fringe * (Applicable Multiplier Delta Fringe) |
| Exempt Employee Loaded Billing Rates |
| C) Straight Time or 1.5X or 2.0X Overtime = Actual Hourly Rate * (1 + Field O.H.) * (1 + Fee) + Delta Base * (Applicable Multiplier Delta Base) + Delta Fringe * (Applicable Multiplier Delta Fringe) |

| | | | | |
|--|------------------|------------|--------------------------|------------|
| Home Office Personnel: | Fringe Benefit % | Overhead % | General Administration % | Combined % |
| NORMAL | + | 127.16% | + | = 127.16% |
| OVERTIME | + | 127.16% | + | = 127.16% |
| Field Office Personnel: | Fringe Benefit % | Overhead % | General Administration % | Combined % |
| NORMAL | + | 173.46% | + | = 173.46% |
| OVERTIME | + | 173.46% | + | = 173.46% |
| Fee | | | | = 10.00% |
| Applicable Multiplier Delta Base (Field) | | | | = 0.00 |
| Applicable Multiplier Fringe (Field) | | | | = 0.00 |

The PW differentials Delta Base and Delta Fringe shown in the formulas above for Loaded Billing Rates are applicable only when performing services covered under DIR determinations.

| Name/Classification | Home Office Personnel Field Office Personnel | Prevailing Wage Rate established by DIR (only applicable for prevailing wage work) | | | | | | Employee Actual Rate (fringe benefits vary year over year) | | | | | | Applicable DELTA (TOTAL) = Employee Total - DIR Total | | | Applicable DELTA Base = DIR Rate - Employee Base Rate | | | Applicable DELTA FRINGE = DELTA TOTAL - DELTA BASE (Employee - DIR) | | | Loaded Hourly Billing Rates | | | Effective Date of Hourly Rate | | % Escalation Increase | Actual Hourly Rate and/or Average Hourly Rate | | |
|---------------------|---|---|--------|--------|-----------------|-------------------------------------|--------|---|-------------|--------|--------|-----------------|-----------------------|--|--------|----------|--|--------|----------|---|--------|----------|-----------------------------|--------|----------|-------------------------------|---------|-----------------------|---|------|----|
| | | Base Salary | | | Fringe Benefits | Total Base Salary + Fringe Benefits | | | Base Salary | | | Estimate Fringe | Total = Base + Fringe | | | Straight | 1.5 OT | 2.0 OT | Straight | 1.5 OT | 2.0 OT | Straight | 1.5 OT | 2.0 OT | Straight | OT (1.5x) | OT (2x) | | | From | To |
| | | Straight | 1.5 OT | 2.0 OT | | Straight | 1.5 OT | 2.0 OT | Straight | 1.5 OT | 2.0 OT | | Straight | 1.5 OT | 2.0 OT | | | | | | | | | | | | | | | | |

1. Prevailing Wages specified are based on current DIR determination. Any future DIR escalation of prevailing wage rates will be reflected in the loaded rates
2. "NC" denotes No Charge for work more than 8 hours per day and for weekends and holidays for this contract only.
3. The billing rates shown in this cost proposal for field staff entitled for PW rates are calculated with estimated fringe benefits of the staff. The actual billing rates to be used in the invoices will be calculated by using the actual PW fringe benefits of the individual staff in accordance with the certified benefits statement submitted with each invoice.
4. The employees' actual hourly rates shown in this cost proposal are the rates that were effective on 11/21/19. Caltrans Contract Manager's pre-approval is required for addition of staff not previously listed on the cost proposal. The billing rates for these employees, including those that fall under general classifications, will be calculated and reimbursed based on their actual hourly rates on 11/21/19. Hourly rates for new employees hired after the date of this cost proposal will not exceed (or shall be in line with) the rates of similar personnel listed on this cost proposal having similar experience.
5. Travel Time Charges:
For Managers: On weekdays up to a maximum of 8 hours will be charged for work time, travel time or any combination of travel and work time. Billing Rate = Loaded Rate Formula "C" above.
For Exempt staff: During regular work day, actual travel time not to exceed 8 hours in any one day or one way travel will be billed as follow:
 Billing rate for travel time = Loaded Rate Formula "C" above.
 All travel time, outside of the regular work day, will be billed without the application of overhead rate as follow: Billing Rate = (Actual Hourly Rate) (1+ Fee) + (Delta Base + Delta Fringe)
For Non-Exempt Employees: During regular work day, actual travel time not to exceed 8 hours in any one day or one way travel will be billed at full normal overhead rate (i.e. without the application of the 1.5X or 2.0X multiplier for overtime as follow:

EXHIBIT 10-H2 COST PROPOSAL PAGE 1 OF 3
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
 (CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant WRECO Prime Consultant Subconsultant 2nd Tier Subconsultant

Project No. DPW2019-001 Contract No: _____ Participation Amount: \$150,000 Date: 12/17/2019

| | | | | |
|-------------------|------------------|------------------------------|---|-------------------------------------|
| For Combined Rate | Fringe Benefit % | + General & Administrative % | = | Combined Indirect Cost Rate (ICR) % |
|-------------------|------------------|------------------------------|---|-------------------------------------|

OR

| | | | | | |
|----------------------|-----------------------|-----------------------------------|---|---------|------------------|
| For Home Office Rate | Fringe Benefit 70.36% | + General & Administrative 67.44% | = | 137.80% | Home Office ICR% |
|----------------------|-----------------------|-----------------------------------|---|---------|------------------|

| | | | | | |
|-----------------------|-----------------------|-----------------------------------|---|---------|-------------------|
| For Field Office Rate | Fringe Benefit 71.05% | + General & Administrative 36.75% | = | 107.80% | Field Office ICR% |
|-----------------------|-----------------------|-----------------------------------|---|---------|-------------------|

| | | | | | |
|---------|--|--|--|--|--------|
| FEE % = | | | | | 10.00% |
|---------|--|--|--|--|--------|

BILLING INFORMATION

CALCULATION INFORMATION

| Name/Job Title/Classification ¹ | Hourly Billing Rates ² | | | Effective date of hourly rate | | Actual or Avg hourly rate ³ | % or \$ increase | Hourly range - for classifications only |
|---|-----------------------------------|----------|----------|-------------------------------|------------|--|------------------|---|
| | Straight | OT(1.5x) | OT(2x) | From | To | | | |
| Han-Bin Liang* Principal Engineer | \$255.72 | N/A | N/A | 1/1/2019 | 12/31/2019 | \$97.76 | | Not Applicable |
| | \$265.95 | N/A | N/A | 1/1/2020 | 12/31/2020 | \$101.67 | 4.00% | |
| | \$276.59 | N/A | N/A | 1/1/2021 | 12/31/2021 | \$105.74 | 4.00% | |
| Jennifer Abrams* Senior Engineer | \$142.80 | \$142.80 | \$142.80 | 1/1/2019 | 12/31/2019 | \$54.59 | | Not Applicable |
| | \$148.51 | \$148.51 | \$148.51 | 1/1/2020 | 12/31/2020 | \$56.77 | 4.00% | |
| | \$154.45 | \$154.45 | \$154.45 | 1/1/2021 | 12/31/2021 | \$59.04 | 4.00% | |
| Supervising Engineer | \$209.26 | N/A | N/A | 1/1/2019 | 12/31/2019 | \$80.00 | | \$65.00 - \$95.00 |
| | \$217.63 | N/A | N/A | 1/1/2020 | 12/31/2020 | \$83.20 | 4.00% | \$67.60 - \$98.80 |
| | \$226.34 | N/A | N/A | 1/1/2021 | 12/31/2021 | \$86.53 | 4.00% | \$70.30 - \$102.75 |
| Senior Engineer/ Geotechnical Engineer/ Geologist/ Biologist/ Environmental Scientist | \$150.41 | \$150.41 | \$150.41 | 1/1/2019 | 12/31/2019 | \$57.50 | | \$40.00 - \$75.00 |
| | \$156.42 | \$156.42 | \$156.42 | 1/1/2020 | 12/31/2020 | \$59.80 | 4.00% | \$41.60 - \$78.00 |
| | \$162.68 | \$162.68 | \$162.68 | 1/1/2021 | 12/31/2021 | \$62.19 | 4.00% | \$43.26 - \$81.12 |

| | | | | | | | | |
|--|----------|----------|----------|----------|------------|---------|-------|-------------------|
| Associate Engineer/ Geotechnical | \$111.17 | \$111.17 | \$111.17 | 1/1/2019 | 12/31/2019 | \$42.50 | | \$35.00 - \$50.00 |
| Engineer/ Geologist/ Biologist/ Environmental Scientist | \$115.62 | \$115.62 | \$115.62 | 1/1/2020 | 12/31/2020 | \$44.20 | 4.00% | \$36.40 - \$52.00 |
| | \$120.24 | \$120.24 | \$120.24 | 1/1/2021 | 12/31/2021 | \$45.97 | 4.00% | \$37.86 - \$54.08 |
| Staff Engineer/ Geotechnical | \$78.47 | \$78.47 | \$78.47 | 1/1/2019 | 12/31/2019 | \$30.00 | | \$20.00 - \$40.00 |
| Engineer/ Geologist/ Biologist/ Environmental Scientist | \$81.61 | \$81.61 | \$81.61 | 1/1/2020 | 12/31/2020 | \$31.20 | 4.00% | \$20.80 - \$41.60 |
| | \$84.88 | \$84.88 | \$84.88 | 1/1/2021 | 12/31/2021 | \$32.45 | 4.00% | \$21.63 - \$43.26 |
| Senior Technician | \$111.17 | \$111.17 | \$111.17 | 1/1/2019 | 12/31/2019 | \$42.50 | | \$30.00 - \$55.00 |
| | \$115.62 | \$115.62 | \$115.62 | 1/1/2020 | 12/31/2020 | \$44.20 | 4.00% | \$31.20 - \$57.20 |
| | \$120.24 | \$120.24 | \$120.24 | 1/1/2021 | 12/31/2021 | \$45.97 | 4.00% | \$32.45 - \$59.49 |
| Technician | \$58.86 | \$58.86 | \$58.86 | 1/1/2019 | 12/31/2019 | \$22.50 | | \$15.00 - \$30.00 |
| | \$61.21 | \$61.21 | \$61.21 | 1/1/2020 | 12/31/2020 | \$23.40 | 4.00% | \$15.60 - \$31.20 |
| | \$63.66 | \$63.66 | \$63.66 | 1/1/2021 | 12/31/2021 | \$24.34 | 4.00% | \$16.22 - \$32.45 |
| Senior Project Coordinator/ Technical Editor | \$98.09 | \$98.09 | \$98.09 | 1/1/2019 | 12/31/2019 | \$37.50 | | \$30.00 - \$45.00 |
| | \$102.02 | \$102.02 | \$102.02 | 1/1/2020 | 12/31/2020 | \$39.00 | 4.00% | \$31.20 - \$46.80 |
| | \$106.10 | \$106.10 | \$106.10 | 1/1/2021 | 12/31/2021 | \$40.56 | 4.00% | \$32.45 - \$48.67 |
| Project Coordinator/ Technical Editor | \$58.86 | \$58.86 | \$58.86 | 1/1/2019 | 12/31/2019 | \$22.50 | | \$15.00 - \$30.00 |
| | \$61.21 | \$61.21 | \$61.21 | 1/1/2020 | 12/31/2020 | \$23.40 | 4.00% | \$15.60 - \$31.20 |
| | \$63.66 | \$63.66 | \$63.66 | 1/1/2021 | 12/31/2021 | \$24.34 | 4.00% | \$16.22 - \$32.45 |

NOTES:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

EXHIBIT 10-H2 COST PROPOSAL PAGE 2 OF 3
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
 (CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant WRECO

Prime Consultant Subconsultant 2nd Tier Subconsultant

Project No. DPW2019-001

Contract No: _____

Date: 12/17/2019

| SCHEDULE OF OTHER DIRECT COST ITEMS | | | | |
|-------------------------------------|----------|-------|-----------|-------------|
| Description of Item | Quantity | Unit | Unit Cost | Total |
| Mileage Costs | 1300 | Mile | IRS Rate | \$ 754.00 |
| Report Reproduction (Vendor) | 12 | EA | \$ 100.00 | \$ 1,200.00 |
| Overnight Shipment/Delivery | 6 | EA | \$ 25.00 | \$ 150.00 |
| Traffic Control | | LS | at cost | |
| Drilling | | LS | at cost | |
| Laboratory Testing | | LS | at cost | |
| Rental Vehicle and Gas | | EA | at cost | |
| Per Diem | 10 | day | GSA Rate | \$ 800.00 |
| Lodging | 4 | night | at cost | \$ 520.00 |
| Tolls | | EA | at cost | |
| Parking | | EA | at cost | |
| | | | | |
| | | | | |
| | | | | |
| Subconsultant 1: | | | | \$ - |
| Subconsultant 2: | | | | \$ - |
| Subconsultant 3: | | | | \$ - |
| Subconsultant 4: | | | | \$ - |
| Subconsultant 5: | | | | \$ - |

NOTES:

- List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
- Proposed ODC items should be consistently billed regardless of client and contract type.
- Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
- Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
- Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
- Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
- If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
- If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
- The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
- Add additional pages if necessary.
- Subconsultants must provide their own cost proposals.

EXHIBIT 10-H2 COST PROPOSAL PAGE 3 OF 3

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable the contract in accordance with the contract terms and the following requirements:

- 1. Generally Accepted Accounting Principles (GAAP)
- 2. Terms and conditions of the contract
- 3. [Title 23 United States Code Section 112 - Letting of Contracts](#)
- 4. [48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures](#)
- 5. [23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service](#)
- 6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board \(when applicable\)](#)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:

Name: Han-Bin Liang, Ph.D., P.E.

Title* President

Signature: 

Date of Certification (mm/dd/yyyy): 12/17/2019

Email: hanbin_liang@wreco.com

Phone Number: (925) 941-0017

Address: 1243 Alpine Road, Suite 108, Walnut Creek, CA 94596

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Hydrology/Hydraulics Services.

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ALL ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: TJKM Transportation Consultants Prime Consultant Subconsultant 2nd Tier Subconsultant

Project No. DPW2019-001 Contract No. _____ Participation Amount: \$150,000 Date: December 20, 2019

| | | | |
|---|---|---------|-------------------|
| For Combined Rate | | | |
| Fringe Benefit % + General & Administrative % | = | 0.00% | Home Office ICR% |
| OR | | | |
| For Home Office Rate | | | |
| Fringe Benefit % + General & Administrative % | = | 175.00% | Home Office ICR% |
| For Field Office Rate | | | |
| Fringe Benefit % + General & Administrative % | = | 0.00% | Field Office ICR% |
| FEE % | | = | 12.0% |

BILLING INFORMATION

CALCULATION INFORMATION

| Name / Job Title / Classification ¹ | Hourly Billing Rates | | | Effective date of hourly rate | | Actual or Avg Hourly Rate ⁴ | % or \$ Increase | Hourly Range for Classifications Only |
|--|-----------------------|-----------|-----------|-------------------------------|------------|--|------------------|---------------------------------------|
| | Straight ³ | OT (1.5x) | OT (2.0x) | From | To | | | |
| Nayan Amin, TE Principal-In-Charge/Principal* Exempt | 281.94 | N/C | N/C | 1/1/2019 | 12/31/2019 | 91.54 | 0% | N/A |
| | 290.41 | N/C | N/C | 1/1/2020 | 12/31/2020 | 94.29 | 3.00% | N/A |
| | 299.13 | N/C | N/C | 1/1/2021 | 12/31/2021 | 97.12 | 3.00% | N/A |
| | 308.09 | N/C | N/C | 1/1/2022 | 12/31/2022 | 100.03 | 3.00% | N/A |
| Ruta Jariwala, PE, TE Project Manager/Principal* Exempt | 281.94 | N/C | N/C | 1/1/2019 | 12/31/2019 | 91.54 | 0% | N/A |
| | 290.41 | N/C | N/C | 1/1/2020 | 12/31/2020 | 94.29 | 3.00% | N/A |
| | 299.13 | N/C | N/C | 1/1/2021 | 12/31/2021 | 97.12 | 3.00% | N/A |
| | 308.09 | N/C | N/C | 1/1/2022 | 12/31/2022 | 100.03 | 3.00% | N/A |
| Atul Patel, TE, PTOE Project Engineer/Director Exempt | 248.99 | N/C | N/C | 1/1/2019 | 12/31/2019 | 80.84 | 0% | N/A |
| | 256.47 | N/C | N/C | 1/1/2020 | 12/31/2020 | 83.27 | 3.00% | N/A |
| | 264.17 | N/C | N/C | 1/1/2021 | 12/31/2021 | 85.77 | 3.00% | N/A |
| | 272.09 | N/C | N/C | 1/1/2022 | 12/31/2022 | 88.34 | 3.00% | N/A |
| Colin Burgett Project Planner/Senior Project Ma Exempt | 204.23 | N/C | N/C | 1/1/2019 | 12/31/2019 | 66.31 | 0% | N/A |
| | 210.36 | N/C | N/C | 1/1/2020 | 12/31/2020 | 68.30 | 3.00% | N/A |
| | 216.68 | N/C | N/C | 1/1/2021 | 12/31/2021 | 70.35 | 3.00% | N/A |
| | 223.18 | N/C | N/C | 1/1/2022 | 12/31/2022 | 72.46 | 3.00% | N/A |
| Vamsee Modugula Project Engineer/Director Exempt | 231.00 | N/C | N/C | 1/1/2019 | 12/31/2019 | 75.00 | 0% | N/A |
| | 237.93 | N/C | N/C | 1/1/2020 | 12/31/2020 | 77.25 | 3.00% | N/A |
| | 245.08 | N/C | N/C | 1/1/2021 | 12/31/2021 | 79.57 | 3.00% | N/A |
| | 252.44 | N/C | N/C | 1/1/2022 | 12/31/2022 | 81.96 | 3.00% | N/A |
| Rutvij Patel, EIT Project Engineer/Management Exempt | 170.35 | N/C | N/C | 1/1/2019 | 12/31/2019 | 55.31 | 0% | N/A |
| | 175.47 | N/C | N/C | 1/1/2020 | 12/31/2020 | 56.97 | 3.00% | N/A |
| | 180.73 | N/C | N/C | 1/1/2021 | 12/31/2021 | 58.68 | 3.00% | N/A |
| | 186.16 | N/C | N/C | 1/1/2022 | 12/31/2022 | 60.44 | 3.00% | N/A |

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ALL ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: TJKM Transportation Consultants Prime Consultant Subconsultant 2nd Tier Subconsultant

Project No. Various Contract No. _____ Participation Amount: _____ Date: December 20, 2019

| | | | |
|---|---|---------|-------------------|
| For Combined Rate | | | |
| Fringe Benefit % + General & Administrative % | = | 0.00% | Home Office ICR% |
| OR | | | |
| For Home Office Rate | | | |
| Fringe Benefit % + General & Administrative % | = | 175.00% | Home Office ICR% |
| For Field Office Rate | | | |
| Fringe Benefit % + General & Administrative % | = | 0.00% | Field Office ICR% |
| FEE % | | = | 12.0% |

BILLING INFORMATION

CALCULATION INFORMATION

| Name / Job Title / Classification ¹ | Hourly Billing Rates | | | Effective date of hourly rate | | Actual or Avg Hourly Rate ⁴ | % or \$ Increase | Hourly Range for Classifications Only |
|--|-----------------------|-----------|-----------|-------------------------------|------------|--|------------------|---------------------------------------|
| | Straight ³ | OT (1.5x) | OT (2.0x) | From | To | | | |
| 0 Princial Exempt | 273.41 | N/C | N/C | 1/1/2019 | 12/31/2019 | 88.77 | 0% | 83.00-93.00 |
| | 281.60 | N/C | N/C | 1/1/2020 | 12/31/2020 | 91.43 | 3.00% | 85.00-96.00 |
| | 290.04 | N/C | N/C | 1/1/2021 | 12/31/2021 | 94.17 | 3.00% | 88.00-99.00 |
| | 298.76 | N/C | N/C | 1/1/2022 | 12/31/2022 | 97.00 | 3.00% | 91.00-102.00 |
| 0 Director Exempt | 239.99 | N/C | N/C | 1/1/2019 | 12/31/2019 | 77.92 | 0% | 75.00-85.00 |
| | 247.20 | N/C | N/C | 1/1/2020 | 12/31/2020 | 80.26 | 3.00% | 77.00-88.00 |
| | 254.62 | N/C | N/C | 1/1/2021 | 12/31/2021 | 82.67 | 3.00% | 80.00-90.00 |
| | 262.26 | N/C | N/C | 1/1/2022 | 12/31/2022 | 85.15 | 3.00% | 82.00-93.00 |
| 0 Senior Project Management Exempt | 204.23 | N/C | N/C | 1/1/2019 | 12/31/2019 | 66.31 | 0% | 65.00-67.00 |
| | 210.36 | N/C | N/C | 1/1/2020 | 12/31/2020 | 68.30 | 3.00% | 67.00-69.00 |
| | 216.68 | N/C | N/C | 1/1/2021 | 12/31/2021 | 70.35 | 3.00% | 69.00-71.00 |
| | 223.18 | N/C | N/C | 1/1/2022 | 12/31/2022 | 72.46 | 3.00% | 71.00-73.00 |
| 0 Management Exempt | 190.28 | N/C | N/C | 1/1/2019 | 12/31/2019 | 61.78 | 0% | 55.00-68.00 |
| | 195.98 | N/C | N/C | 1/1/2020 | 12/31/2020 | 63.63 | 3.00% | 57.00-70.00 |
| | 201.86 | N/C | N/C | 1/1/2021 | 12/31/2021 | 65.54 | 3.00% | 58.00-72.00 |
| | 207.93 | N/C | N/C | 1/1/2022 | 12/31/2022 | 67.51 | 3.00% | 60.00-74.00 |
| 0 Engineer Exempt | 127.97 | N/C | N/C | 1/1/2019 | 12/31/2019 | 41.55 | 0% | 40.00-45.00 |
| | 131.82 | N/C | N/C | 1/1/2020 | 12/31/2020 | 42.80 | 3.00% | 41.00-46.00 |
| | 135.77 | N/C | N/C | 1/1/2021 | 12/31/2021 | 44.08 | 3.00% | 42.00-48.00 |
| | 139.83 | N/C | N/C | 1/1/2022 | 12/31/2022 | 45.40 | 3.00% | 44.00-49.00 |
| 0 Assistant Engineer Exempt | 96.77 | N/C | N/C | 1/1/2019 | 12/31/2019 | 31.42 | 0% | 28.00-35.00 |
| | 99.67 | N/C | N/C | 1/1/2020 | 12/31/2020 | 32.36 | 3.00% | 29.00-36.00 |
| | 102.66 | N/C | N/C | 1/1/2021 | 12/31/2021 | 33.33 | 3.00% | 30.00-37.00 |
| | 105.74 | N/C | N/C | 1/1/2022 | 12/31/2022 | 34.33 | 3.00% | 31.00-38.00 |
| 0 Planner Exempt | 123.97 | N/C | N/C | 1/1/2019 | 12/31/2019 | 40.25 | 0% | 34.00-45.00 |
| | 127.70 | N/C | N/C | 1/1/2020 | 12/31/2020 | 41.46 | 3.00% | 35.00-46.00 |
| | 131.52 | N/C | N/C | 1/1/2021 | 12/31/2021 | 42.70 | 3.00% | 36.00-48.00 |
| | 135.46 | N/C | N/C | 1/1/2022 | 12/31/2022 | 43.98 | 3.00% | 37.00-49.00 |
| 0 Assistant Planner Exempt | 95.26 | N/C | N/C | 1/1/2019 | 12/31/2019 | 30.93 | 0% | 29.00-36.00 |
| | 98.13 | N/C | N/C | 1/1/2020 | 12/31/2020 | 31.86 | 3.00% | 30.00-37.00 |
| | 101.09 | N/C | N/C | 1/1/2021 | 12/31/2021 | 32.82 | 3.00% | 31.00-38.00 |
| | 104.10 | N/C | N/C | 1/1/2022 | 12/31/2022 | 33.80 | 3.00% | 32.00-39.00 |
| 0 Administrative Exempt | 115.59 | N/C | N/C | 1/1/2019 | 12/31/2019 | 37.53 | 0% | 31.00-45.00 |
| | 119.07 | N/C | N/C | 1/1/2020 | 12/31/2020 | 38.66 | 3.00% | 32.00-46.00 |
| | 122.65 | N/C | N/C | 1/1/2021 | 12/31/2021 | 39.82 | 3.00% | 33.00-48.00 |
| | 126.31 | N/C | N/C | 1/1/2022 | 12/31/2022 | 41.01 | 3.00% | 34.00-49.00 |

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ALL ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: TJKM Transportation Consultants Prime Consultant Subconsultant 2nd Tier Subconsultant

Project No. Various Contract No. _____ Participation Amount: _____ Date: December 20, 2019

| | | | |
|---|---|---------|-------------------|
| For Combined Rate | | | |
| Fringe Benefit % + General & Administrative % | = | 0.00% | Home Office ICR% |
| OR | | | |
| For Home Office Rate | | | |
| Fringe Benefit % + General & Administrative % | = | 175.00% | Home Office ICR% |
| For Field Office Rate | | | |
| Fringe Benefit % + General & Administrative % | = | 0.00% | Field Office ICR% |
| FEE % | | = | 12.0% |

BILLING INFORMATION

CALCULATION INFORMATION

| Name / Job Title / Classification ¹ | Hourly Billing Rates | | | Effective date of hourly rate | | Actual or Avg Hourly Rate ⁴ | % or \$ Increase | Hourly Range for Classifications Only |
|--|-----------------------|-----------|-----------|-------------------------------|----|--|------------------|---------------------------------------|
| | Straight ³ | OT (1.5x) | OT (2.0x) | From | To | | | |

- Notes:
1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing age requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
 2. The cost proposal format shall not be amended.
 3. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
 4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

EXHIBIT 10-H2 COST PROPOSAL Page 2 of 3
 SPECIFIC RATE OF COMPENSATION
 (CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: TJKM Transportation Consultants Prime Consultant Subconsultant
 Project No. Various Contract No. _____ Date: 12/20/2019

| SCHEDULE OF OTHER DIRECT COST ITEMS (Add Additional Pages As Necessary) | | | | |
|--|-----------------|-------------|------------------|--------------|
| Description of Item | Quantity | Unit | Unit Cost | Total |
| Mileage Costs | 1,500.00 | Mile | \$0.580 | \$870.00 |
| Traffic Counts - Peak Hour Turning Movements | 20.00 | | at cost | \$7,000.00 |
| Traffic Counts - ADT (7 days) | 10.00 | | at cost | \$4,000.00 |
| Reprographics | | | at cost | |
| Permit Fees | | | at cost | |
| Plan Sheets | | | at cost | |
| Testing | | | at cost | |
| Vehicle | | | at cost | |
| | | | | |
| | | | | |
| | | | | |

NOTES:

- List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
- Proposed ODC items should be consistently billed regardless of client and contract type.
- Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
- Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
- Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
- Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
- If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
- If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicle that could be used for the same purpose.
- The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
- Add additional pages if necessary.
- Subconsultants must provide their own cost proposals.

EXHIBIT 10-H2 COST PROPOSAL (Page 3 of 3)

Certification of Direct Costs:

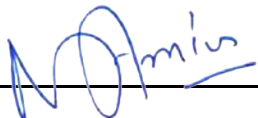
I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements.

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract.
3. [Title 23 United State Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable Federal and State requirements. Costs that are non-compliant with the Federal and State requirements are not eligible for reimbursement

Prime Consultant or Subconsultant Certifying:

Name: Nayan Amin Title*: President

Signature:  Date of Certification (mm/dd/yyyy): 12/20/2019

Email: namin@tjkm.com Phone Number: (925) 463-0611

Address: 4305 Hacienda Drive, Suite 550 Pleasanton, CA 94588

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List of services the consultant is providing under the proposed contract:

| |
|---------------------|
| Traffic Engineering |
|---------------------|

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant DZC Archaeology and Cultural Resource Consulting, LLC Prime Consultant Subconsultant 2nd Tier Subconsultant

Project No. DPW2019-001 Contract No. _____ Participation Amount \$ 50,000 Date 01/02/2020

| | | | | |
|-----------------------|---|---|--------|-------------------|
| For Combined Rate | Fringe Benefit % + General & Administrative % | = | 136.56 | Combined ICR% |
| OR | | | | |
| For Home Office Rate | Fringe Benefit % + General & Administrative % | = | | Home Office ICR% |
| For Field Office Rate | Fringe Benefit % + General & Administrative % | = | | Field Office ICR% |
| Fee | | | | = 10.20 % |

BILLING INFORMATION

CALCULATION INFORMATION

| Name/Job Title/Classification ¹ | Hourly Billing Rates ² | | | Effective Date of Hourly Rate | | Actual or Avg. Hourly Rate ⁴ | % or \$ Increase | Hourly Range - for Classifications Only |
|---|-----------------------------------|----------|--------|-------------------------------|------------|---|------------------|---|
| | Straight ³ | OT(1.5x) | OT(2x) | From | To | | | |
| Dimitra Zalarvis-Chase Principal Archaeologist III & Project Manager * | \$0.00 | \$0.00 | \$0.00 | 01/01/2016 | 12/31/2016 | \$0.00 | | Not Applicable |
| | \$0.00 | \$0.00 | \$0.00 | 01/01/2017 | 12/31/2017 | \$0.00 | 0.0% | |
| | \$0.00 | \$0.00 | \$0.00 | 01/01/2018 | 12/31/2018 | \$0.00 | 0.0% | |
| Heidi Shaw-Petyo - Principal Archaeologist I * | \$0.00 | \$0.00 | \$0.00 | 01/01/2016 | 12/31/2016 | \$0.00 | | Not Applicable |
| | \$0.00 | \$0.00 | \$0.00 | 01/01/2017 | 12/31/2017 | \$0.00 | 0.0% | |
| | \$0.00 | \$0.00 | \$0.00 | 01/01/2018 | 12/31/2018 | \$0.00 | 0.0% | |
| Breana Esparza - Staff Archaeologist and GIS Specialist* | \$0.00 | \$0.00 | \$0.00 | 01/01/2016 | 12/31/2016 | \$0.00 | | Not Applicable |
| | \$0.00 | \$0.00 | \$0.00 | 01/01/2017 | 12/31/2017 | \$0.00 | 0.0% | |
| | \$0.00 | \$0.00 | \$0.00 | 01/01/2018 | 12/31/2018 | \$0.00 | 0.0% | |
| Kelly Hollreiser - Staff Archaeologist* | \$0.00 | \$0.00 | \$0.00 | 01/01/2016 | 12/31/2016 | \$0.00 | | \$00 - \$00 |
| | \$0.00 | \$0.00 | \$0.00 | 01/01/2017 | 12/31/2017 | \$0.00 | 0.0% | \$00 - \$00 |
| | \$0.00 | \$0.00 | \$0.00 | 01/01/2018 | 12/31/2018 | \$0.00 | 0.0% | \$00 - \$00 |
| | \$0.00 | \$0.00 | \$0.00 | 01/01/2016 | 12/31/2016 | \$0.00 | | \$00 - \$00 |
| | \$0.00 | \$0.00 | \$0.00 | 01/01/2017 | 12/31/2017 | \$0.00 | 0.0% | \$00 - \$00 |
| | \$0.00 | \$0.00 | \$0.00 | 01/01/2018 | 12/31/2018 | \$0.00 | 0.0% | \$00 - \$00 |

PLEASE SEE ATTACHMENT 1 FOR DETAILED RATE SCHEDULE

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
COST PROPOSAL ON-CALL CONTRACT
 ADM 2033 (Rev. 10/12)

Project Number DPW2019-001
 Contract #: _____
 Attachment: 2
 Date: 01/03/2020 Page 1 of 2

Sub Consultant: DZC Archaeology & Cultural Resource Management

| | | | | |
|--------|------------------|------------|--------------------------|------------|
| NORMAL | FRINGE BENEFIT % | OVERHEAD % | GENERAL ADMINISTRATIVE % | COMBINED % |
| | 16.26% | 120.30% | 0.00% | 136.56% |
| | | FEE % | | |
| | | 10.20% | | |

BILLING INFORMATION

CALCULATION INFORMATION

| Name/Classification | Loaded Hourly Billing Rates | | Effective Date of Hourly Rate | | % Escalation Increase | Actual Hourly Rate | Hourly Range for Class |
|--|-----------------------------|----------|-------------------------------|----------|-----------------------|--------------------|------------------------|
| | Straight | Overtime | From | To | | | |
| Bennet, Elizabeth | 78.21 | 97.76 | 05/01/19 | 04/30/20 | 0.00% | 30.00 | N/A |
| Company Classification - Principal II | 80.55 | 100.69 | 05/01/20 | 04/30/21 | 3.00% | 30.90 | N/A |
| Caltrans Classification - Senior Arch I | 82.97 | 103.71 | 05/01/21 | 04/30/22 | 3.00% | 31.83 | N/A |
| P/T Non-Exempt | 85.46 | | 05/01/22 | 04/30/23 | 3.00% | 32.78 | N/A |
| Esparza, Breana* | 52.14 | 65.17 | 05/01/19 | 04/30/20 | 0.00% | 20.00 | N/A |
| Company Classification - Field Tech II | 53.70 | 67.13 | 05/01/20 | 04/30/21 | 3.00% | 20.60 | N/A |
| Caltrans Classification - Associate Arch I | 55.31 | 69.14 | 05/01/21 | 04/30/22 | 3.00% | 21.22 | N/A |
| F/T Non-Exempt | 56.97 | | 05/01/22 | 04/30/23 | 3.00% | 21.85 | N/A |
| Hollreiser, Kelly* | 52.14 | 65.17 | 05/01/19 | 04/30/20 | 0.00% | 20.00 | N/A |
| Company Classification - Field Tech II | 53.70 | 67.13 | 05/01/20 | 04/30/21 | 3.00% | 20.60 | N/A |
| Caltrans Classification - Associate Arch I | 55.31 | 69.14 | 05/01/21 | 04/30/22 | 3.00% | 21.22 | N/A |
| F/T Non-Exempt | 56.97 | | 05/01/22 | 04/30/23 | 3.00% | 21.85 | N/A |
| Hodges, Elizabeth | 44.32 | 55.40 | 05/01/19 | 04/30/20 | 0.00% | 17.00 | N/A |
| Company Classification - Field Tech I1 | 45.65 | 57.06 | 05/01/20 | 04/30/21 | 3.00% | 17.51 | N/A |
| Caltrans Classification - Associate Arch I | 47.02 | 58.77 | 05/01/21 | 04/30/22 | 3.00% | 18.04 | N/A |
| P/T Non-Exempt | 48.43 | | 05/01/22 | 04/30/23 | 3.00% | 18.58 | N/A |
| Rouvier, Ruth | 169.45 | 211.81 | 05/01/19 | 04/30/20 | 0.00% | 65.00 | N/A |
| Company Classification - Ethnographer III | 174.53 | 218.16 | 05/01/20 | 04/30/21 | 3.00% | 66.95 | N/A |
| Caltrans Classification - Research Data Manager II | 179.77 | 224.71 | 05/01/21 | 04/30/22 | 3.00% | 68.96 | N/A |
| P/T Non-Exempt | 185.16 | | 05/01/22 | 04/30/23 | 3.00% | 71.03 | N/A |
| Shaw-Petyo, Heidi* | 78.21 | 97.76 | 05/01/19 | 04/30/20 | 0.00% | 30.00 | N/A |
| Company Classification - Principal II | 80.55 | 100.69 | 05/01/20 | 04/30/21 | 3.00% | 30.90 | N/A |
| Caltrans Classification - Senior Arch I | 82.97 | 103.71 | 05/01/21 | 04/30/22 | 3.00% | 31.83 | N/A |
| F/T Non-Exempt | 85.46 | | 05/01/22 | 04/30/23 | 3.00% | 32.78 | N/A |
| Note: See labor notes on page xx | | | | | | | |
| Zalarvis-Chase, Dimitra* | 117.31 | 146.64 | 05/01/19 | 04/30/20 | 0.00% | 45.00 | N/A |
| Company Classification - Principal III | 120.83 | 151.04 | 05/01/20 | 04/30/21 | 3.00% | 46.35 | N/A |
| Caltrans Classification - Supervisor II | 124.45 | 155.57 | 05/01/21 | 04/30/22 | 3.00% | 47.74 | N/A |
| F/T Non-Exempt | 128.19 | | 05/01/22 | 04/30/23 | 3.00% | 49.17 | N/A |

| SUB-CONSULTANT: DZC ARCHAEOLOGY & CULTURAL RESOURCE CONSULTING, LLC | | | | | |
|--|-----------------|-------------|------------------|--------------|---|
| SCHEDULE OF DIRECT COSTS | | | | | |
| | 2020 | | | | |
| | Quantity | Unit | Unit Cost | Total | Detail: |
| Field Equipment Costs: | | | | | |
| >Field Equipment Costs: | | | | | |
| Four-wheel drive vehicles | 10 | Per Day | \$50 | \$500 | |
| Regular trucks | 0 | Per Day | \$35 | | 1 vehicle available |
| All-terrain Vehicle | | Per Day | \$35 | | One available |
| Digital Camera | 10 | Per Day | \$3 | \$30 | Billed for days of actual use |
| Laptop computer (field) | | Per Day | \$13 | | Billed for days of actual use |
| Archaeological Field Equipment (screens, shovels) | | Per Day | \$10 | | Billed for days of actual use |
| Geographic positioning systems with 1-3 m accuracy | 5 | Per Day | \$45 | \$225 | Billed for days of actual use |
| Garmin and Etrex hand-held navigational devices | 10 | Per Day | \$10 | \$100 | Have 20; Billed for days of actual use |
| Digital Tablets | 10 | Per Day | \$15 | \$150 | |
| >Reimbursables: | | | | | |
| Field supplies | | Per Item | at cost | | |
| Rental cars | | Per Day | at cost | | Plus gas and any additional insurance beyond normal coverage. |
| Personal vehicle usage | 1000 | Per Mile | \$57.5 | \$575 | IRS approved rate (2020). |
| Airfare and other public transportation | | Per Segment | at cost | | |
| Per Diem (meals, lodging, incidentals) | | Per Day | per USDOT rates | | Based on location and duration of travel |
| CHRIS Research Requests | 18 | Per Hour | \$150 | \$2,700 | Rate per State of Ca |
| In-Office Equipment Costs: | | | | | |
| >Equipment Costs: | | | | | |
| Color graphics - 8.5x11 | 50 | Per Page | \$1 | \$50 | |
| Color graphics - 8.5x14 | | Per Page | \$1 | | |
| Color graphics - 11x17 | | Per Page | \$2 | | |
| Color graphics - 34x44 | | Per Page | \$8 | | |

| | | | | | |
|---------------------------------------|----|-------------|---------|----------------|---|
| B&W graphics -- 8.5x11 | | Per Page | \$1 | | |
| B&W graphics -- 11x17 | | Per Page | \$1 | | |
| Artifact analysis scales and calipers | 2 | Per Day | \$5 | \$10 | Billed for days of actual use |
| Copying (B&W) | 50 | Per Page | \$1 | \$100 | |
| >Reimbursables: | | | | | |
| Telecommunication | | Per Meeting | at cost | | Billed by job number for billable calls only |
| Materials | | Per Item | at cost | | Excludes office supplies |
| Postage/Express Mail | | Per Item | at cost | | Billed by job number for billable deliverables or client requested documents only |
| ESTIMATED EXPENSES | | | | \$4,440 | |
| | | | | | |

Prime Consultant or Subconsultant Certifying:

Name: Dimitra Zalarvis-Chase Title *: Owner/CEO

Signature : Dimitra Zalarvis-Chase Digitally signed by Dimitra Zalarvis-Chase
Date: 2020.01.03 11:52:35 -08'00' Date of Certification (mm/dd/yyyy): 01/03/2020

Email: dimitra@dzcarc.com Phone Number: 707-599-9842

Address: 2370 Lindstrom Ave., Fairhaven, CA 95564

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

EXHIBIT 10-H2 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

- 7. Generally Accepted Accounting Principles (GAAP)
- 8. Terms and conditions of the contract
- 9. [Title 23 United States Code Section 112](#) - Letting of Contracts
- 10. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
- 11. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
- 12. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:

Name: Dimitra Zalarvis Chase Title *: Owner/CEO

Signature : Dimitra Zalarvis-Chase Digitally signed by Dimitra Zalarvis-Chase
Date: 2020.01.03 12:00:44 -08'00' Date of Certification (mm/dd/yyyy): 01/03/2020

Email: Dimitra@dzcarc.com Phone Number: 707-599-9842

Address: 2370 Lindstrom Ave, Fairhaven, CA 95564

* An individual executive or financial officer of the consultant’s or subconsultant’s organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Regulatory compliance support and analysis for archaeological, cultural, and historic resources.

Attachment C – Consultant Proposal DBE Commitment (Exhibit 10-01)

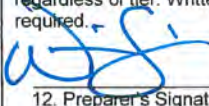


County of Humboldt
Professional On-Call Design Engineering, Environmental and/or Construction Management Services

RFQ No. DPW2019-001
Page 31

EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: Humboldt County Department of Public Works - Engineering Div. 2. Contract DBE Goal: 19%
 3. Project Description: On-Call Professional Design Engineering, Environmental and/or Construction Management Services (RFQ No. DPW2019-001)
 4. Project Location: Various TBD Locations in Humboldt County
 5. Consultant's Name: GHD Inc. 6. Prime Certified DBE:

| 7. Description of Work, Service, or Materials Supplied | 8. DBE Certification Number | 9. DBE Contact Information | 10. DBE % |
|--|-----------------------------|---|-----------|
| Land surveying services | 3110 | Chaudhary & Associates, Inc Arvin K. Chaudhary, 707.255.2729 arvin@chaudhary.com | 8.0% |
| Cultural resources services and archaeology | 41768 | DZC Consulting Dimitra Zalarvis-Chase, 707.599.9842 dimitrazc@gmail.com | 1.0% |
| Construction management and inspection services | 12487 | Ghirardelli Associates, Inc Alice Ghirardelli, 408.435.5503 raewyn@ghirardelli.com; alice@ghirardelli.com | 4.0% |
| Transportation planning and traffic engineering services | 40772 | T J K M Nayan S. Amin namin@tjkm.com, 925.463.0611 | 3.0% |
| Hydrology and hydraulics services | 30066 | WRECO Han-Bin Liang, 925.941.0017 info@wreco.com; hanbin_liang@wreco.com | 3.0% |
| Local Agency to Complete this Section | | | |
| 17. Local Agency Contract Number: _____ 18. Federal-Aid Project Number: _____ 19. Proposed Contract Execution Date: _____ | | 11. TOTAL CLAIMED DBE PARTICIPATION | |
| Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate. | | 19.0 % | |
| 20. Local Agency Representative's Signature _____ 22. Local Agency Representative's Name _____ 24. Local Agency Representative's Title _____ | | IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.  12. Preparer's Signature _____ 14. Preparer's Name _____ 16. Preparer's Title _____ | |
| 21. Date _____ 23. Phone _____ | | 13. Date <u>11/20/2019</u> 15. Phone <u>707.443.8326</u> | |

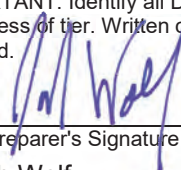
DISTRIBUTION: Original – Included with consultant's proposal to local agency.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

Attachment D – Consultant Contract DBE Commitment (Exhibit 10-O2)

EXHIBIT 10-O2 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: County of Humboldt 2. Contract DBE Goal: 19%
 3. Project Description: On-Call Professional Design Engineering, Environmental and/or Construction Management Services
 4. Project Location: Various locations
 5. Consultant's Name: GHD, Inc. 6. Prime Certified DBE: 7. Total Contract Award Amount: \$5,000,000
 8. Total Dollar Amount for **ALL** Subconsultants: \$2,149,500 9. Total Number of **ALL** Subconsultants: 11

| 10. Description of Work, Service, or Materials Supplied | 11. DBE Certification Number | 12. DBE Contact Information | 13. DBE Dollar Amount |
|---|------------------------------|---|---|
| Construction management and inspection services | 12487 | Ghirardelli Associates, Inc.; Alice Ghirardelli, 408.435.5503 | \$200,000 |
| Land surveying services | 3110 | Chaudhary & Associates, Inc.; Arvin K. Chaudhary, 707.255.2729 | \$400,000 |
| Hydrology and hydraulic engineering and studies | 30066 | WRECO; Han-Bin Liang, 925.941.0017 info@wreco.com; | \$150,000 |
| Transportation planning and traffic engineering services | 40772 | T J K M; Nayan S. Amin namin@tjkm.com, 925.463.0611 | \$150,000 |
| Cultural resources services and archaeology | 41768 | DZC Consulting; Dimitra Zalarvis-Chase, 707.599.9842 | \$50,000 |
| | | | |
| | | | |
| Local Agency to Complete this Section | | | |
| 20. Local Agency Contract Number: <u>DPW2019-001</u> | | | 14. TOTAL CLAIMED DBE PARTICIPATION |
| 21. Federal-Aid Project Number: <u>On-Call</u> | | | |
| 22. Contract Execution Date: _____ | | | 19% |
| Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate. | | | IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.  _____ 1/3/20 15. Preparer's Signature 16. Date Josh Wolf 707-443-8326 _____ 17. Preparer's Name 18. Phone Associate _____ 19. Preparer's Title |
| 23. Local Agency Representative's Signature | 24. Date | | |
| <u>Jeffrey A. Ball</u> | <u>707.445.7377</u> | | |
| 25. Local Agency Representative's Name | 26. Phone | | |
| <u>Associate Civil Engineer</u> | | | |
| 27. Local Agency Representative's Title | | | |

DISTRIBUTION: 1. Original – Local Agency
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – CONSULTANT CONTRACT DBE COMMITMENTCONSULTANT SECTION

- 1. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
- 4. Project Location** - Enter the project location as it appears on the project advertisement.
- 5. Consultant's Name** - Enter the consultant's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Total Contract Award Amount** - Enter the total contract award dollar amount for the prime consultant.
- 8. Total Dollar Amount for ALL Subconsultants** – Enter the total dollar amount for all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
- 9. Total number of ALL subconsultants** – Enter the total number of all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
- 10. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 11. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 12. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
- 13. DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 14. Total Claimed DBE Participation** - \$: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. %: Enter the total DBE participation claimed ("Total Participation Dollars Claimed" divided by item "Total Contract Award Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 15. Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
- 16. Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
- 17. Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
- 18. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 19. Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

- 20. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 21. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 22. Contract Execution Date** - Enter the date the contract was executed.
- 23. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
- 24. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 25. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
- 26. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 27. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

Attachment E – DBE Information, Good Faith Efforts (Exhibit 15-H)

NON-SUBMITTED BY GHD.

Attachment F – Consultant Certification of Contract Costs and Financial management System (Exhibit 10-K for Prime and Subconsultants)

**EXHIBIT 10-K CONSULTANT ANNUAL CERTIFICATION OF
INDIRECT COSTS AND FINANCIAL MANAGEMENT SYSTEM**

(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required.)

Consultant's Full Legal Name: GHD Inc.

Important: Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

Indirect Cost Rate:

Combined Rate 183.96 % OR

Home Office Rate _____% and Field Office Rate (if applicable) _____%

Facilities Capital Cost of Money .42 % (if applicable)

Fiscal period * July 1, 2018 - June 30, 2019

* Fiscal period is annual one year applicable accounting period that the Indirect Cost Rate was developed (not the contract period). The Indirect Cost Rate is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an Indirect Cost Rate(s) for the **fiscal period** as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the indirect cost rate(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31);
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31;
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on Exhibit 10-A.

Financial Management System:

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in Title 23 United States Code (U.S.C.) Section 112(b)(2); 48 CFR Part 31.201-2(d); 23 CFR, Chapter 1, Part 172.11(a)(2); and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost

accounts;

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirement

Cost Reimbursements on Contracts:

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:

- Sanctions and Penalties - 23 CFR Part 172.11(c)(4)
- False Claims Act - Title 31 U.S.C. Sections 3729-3733
- Statements or entries generally - Title 18 U.S.C. Section 1001
- Major Fraud Act - Title 18 U.S.C. Section 1031

All A&E Contract Information:

- Total participation amount \$ 119,993,398 on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is 48.
- Years of consultant's experience with 48 CFR Part 31 is 26+.
- Audit history of the consultant's current and prior years (if applicable)
 - Cognizant ICR Audit
 - CPA ICR Audit
 - Local Gov't ICR Audit
 - Federal Gov't ICR Audit
 - Caltrans ICR Audit

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the Indirect Cost Rate Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with Title 23 U.S.C. Section 112(b)(2), 48 CFR Part 31, 23 CFR Part 172, and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name**: William M. Silva, PE Title**: Vice President

Signature: William M. Silva Digitally signed by William M. Silva
Date: 2019.12.03 14:24:17 -08'00' Date of Certification (mm/dd/yyyy): 12/2/2019

Email**: bill.silva@ghd.com Phone Number**: (707) 484-8236

**An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President, a Chief Financial Officer, or equivalent, who has authority to represent the financial information used to establish the indirect cost rate.

Note: **Both prime and subconsultants as parties of a contract must complete their own Exhibit 10-K forms. Caltrans will not process local agency's invoices until a complete Exhibit 10-K form is accepted and approved by Caltrans Audits and Investigations.**

Distribution: 1) Original - Local Agency Project File
2) Copy - Consultant
3) Copy - Caltrans Audits and Investigations

EXHIBIT 10-K CONSULTANT ANNUAL CERTIFICATION OF INDIRECT COSTS AND FINANCIAL MANAGEMENT SYSTEM

(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required.)

Consultant's Full Legal Name: Biggs Cardosa Associates

Important: Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

Indirect Cost Rate:

Combined Rate 168.13% % OR

Home Office Rate % and Field Office Rate (if applicable) %

Facilities Capital Cost of Money % (if applicable)

Fiscal period * 1/1/18-12/31/18

* Fiscal period is annual one year applicable accounting period that the Indirect Cost Rate was developed (not the contract period). The Indirect Cost Rate is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an Indirect Cost Rate(s) for the fiscal period as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the indirect cost rate(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31);
The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31;
The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on Exhibit 10-A.

Financial Management System:

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in Title 23 United States Code (U.S.C.) Section 112(b)(2); 48 CFR Part 31.201-2(d); 23 CFR, Chapter 1, Part 172.11(a)(2); and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost

**EXHIBIT 10-K CONSULTANT ANNUAL CERTIFICATION OF
INDIRECT COSTS AND FINANCIAL MANAGEMENT SYSTEM**

(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required.)

Consultant's Full Legal Name: SHN Consulting Engineers & Geologists, Inc.

Important: Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

Indirect Cost Rate:

Combined Rate 177.80 % OR

Home Office Rate _____ % and Field Office Rate (if applicable) _____ %

Facilities Capital Cost of Money _____ % (if applicable)

Fiscal period * 1/1/18-12/31/18

* Fiscal period is annual one year applicable accounting period that the Indirect Cost Rate was developed (not the contract period). The Indirect Cost Rate is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an Indirect Cost Rate(s) for the **fiscal period** as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the indirect cost rate(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31);
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31;
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on Exhibit 10-A.

Financial Management System:

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in Title 23 United States Code (U.S.C.) Section 112(b)(2); 48 CFR Part 31.201-2(d); 23 CFR, Chapter 1, Part 172.11(a)(2); and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost

accounts;

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirement

Cost Reimbursements on Contracts:

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:

- Sanctions and Penalties - 23 CFR Part 172.11(c)(4)
- False Claims Act - Title 31 U.S.C. Sections 3729-3733
- Statements or entries generally - Title 18 U.S.C. Section 1001
- Major Fraud Act - Title 18 U.S.C. Section 1031

All A&E Contract Information:

- Total participation amount \$ 11 M on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is 2.
- Years of consultant's experience with 48 CFR Part 31 is 20 years.
- Audit history of the consultant's current and prior years (if applicable)

| | | |
|--|--|---|
| <input type="checkbox"/> Cognizant ICR Audit | <input type="checkbox"/> Local Gov't ICR Audit | <input type="checkbox"/> Caltrans ICR Audit |
| <input type="checkbox"/> CPA ICR Audit | <input type="checkbox"/> Federal Gov't ICR Audit | |

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the Indirect Cost Rate Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with Title 23 U.S.C. Section 112(b)(2), 48 CFR Part 31, 23 CFR Part 172, and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name**: Brenda Sigler

Title**: CFO

Signature: 

Date of Certification (mm/dd/yyyy): 12/23/19

Email**: bsigler@shn-engr.com

Phone Number**: 707-441-8855

**An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President, a Chief Financial Officer, or equivalent, who has authority to represent the financial information used to establish the indirect cost rate.

Note: ***Both prime and subconsultants as parties of a contract must complete their own Exhibit 10-K forms. Caltrans will not process local agency's invoices until a complete Exhibit 10-K form is accepted and approved by Caltrans Audits and Investigations.***

Distribution: 1) Original - Local Agency Project File
2) Copy - Consultant
3) Copy - Caltrans Audits and Investigations

**EXHIBIT 10-K CONSULTANT ANNUAL CERTIFICATION OF
INDIRECT COSTS AND FINANCIAL MANAGEMENT SYSTEM**

(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required.)

Consultant's Full Legal Name: Morrison Structures, Inc.

Important: Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

Indirect Cost Rate:

Combined Rate 225.61 % OR

Home Office Rate _____% and Field Office Rate (if applicable) _____%

Facilities Capital Cost of Money _____% (if applicable)

Fiscal period * 11/1/18-10/31/19

* Fiscal period is annual one year applicable accounting period that the Indirect Cost Rate was developed (not the contract period). The Indirect Cost Rate is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an Indirect Cost Rate(s) for the **fiscal period** as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the indirect cost rate(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31);
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31;
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on Exhibit 10-A.

Financial Management System:

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in Title 23 United States Code (U.S.C.) Section 112(b)(2); 48 CFR Part 31.201-2(d); 23 CFR, Chapter 1, Part 172.11(a)(2); and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost

accounts;

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirement

Cost Reimbursements on Contracts:

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:

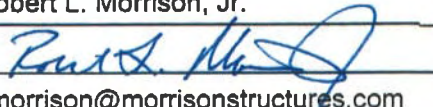
- Sanctions and Penalties - 23 CFR Part 172.11(c)(4)
- False Claims Act - Title 31 U.S.C. Sections 3729-3733
- Statements or entries generally - Title 18 U.S.C. Section 1001
- Major Fraud Act - Title 18 U.S.C. Section 1031

All A&E Contract Information:

- Total participation amount \$ 850,000 on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is 1.
- Years of consultant's experience with 48 CFR Part 31 is 19.
- Audit history of the consultant's current and prior years (if applicable)
 - Cognizant ICR Audit Local Gov't ICR Audit Caltrans ICR Audit
 - CPA ICR Audit Federal Gov't ICR Audit

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the Indirect Cost Rate Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with Title 23 U.S.C. Section 112(b)(2), 48 CFR Part 31, 23 CFR Part 172, and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name**: Robert L. Morrison, Jr. Title**: President

Signature:  Date of Certification (mm/dd/yyyy): 12/23/19

Email**: bmorrison@morrisonstructures.com Phone Number**: 530-246-8628

**An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President, a Chief Financial Officer, or equivalent, who has authority to represent the financial information used to establish the indirect cost rate.

Note: *Both prime and subconsultants as parties of a contract must complete their own Exhibit 10-K forms. Caltrans will not process local agency's invoices until a complete Exhibit 10-K form is accepted and approved by Caltrans Audits and Investigations.*

Distribution: 1) Original - Local Agency Project File
2) Copy - Consultant
3) Copy - Caltrans Audits and Investigations

EXHIBIT 10-K CONSULTANT ANNUAL CERTIFICATION OF INDIRECT COSTS AND FINANCIAL MANAGEMENT SYSTEM

(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required.)

Consultant's Full Legal Name: Crawford & Associates

Important: Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

Indirect Cost Rate:

Combined Rate 197.20 % OR

Home Office Rate % and Field Office Rate (if applicable) %

Facilities Capital Cost of Money % (if applicable)

Fiscal period * 01/01/2018 - 12/31/2018

* Fiscal period is annual one year applicable accounting period that the Indirect Cost Rate was developed (not the contract period). The Indirect Cost Rate is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an Indirect Cost Rate(s) for the fiscal period as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the indirect cost rate(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31);
• The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31;
• The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
• All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on Exhibit 10-A.

Financial Management System:

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in Title 23 United States Code (U.S.C.) Section 112(b)(2); 48 CFR Part 31.201-2(d); 23 CFR, Chapter 1, Part 172.11(a)(2); and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
• Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost

accounts;

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirement

Cost Reimbursements on Contracts:

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:


- Sanctions and Penalties - 23 CFR Part 172.11(c)(4)
- False Claims Act - Title 31 U.S.C. Sections 3729-3733
- Statements or entries generally - Title 18 U.S.C. Section 1001
- Major Fraud Act - Title 18 U.S.C. Section 1031

All A&E Contract Information:

- Total participation amount \$ 8,000,000 on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is 1.
- Years of consultant's experience with 48 CFR Part 31 is 12.
- Audit history of the consultant's current and prior years (if applicable)

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|---|--|---|
| <input checked="" type="checkbox"/> Cognizant ICR Audit | <input type="checkbox"/> Local Gov't ICR Audit | <input type="checkbox"/> Caltrans ICR Audit |
| <input checked="" type="checkbox"/> CPA ICR Audit | <input type="checkbox"/> Federal Gov't ICR Audit | |

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the Indirect Cost Rate Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with Title 23 U.S.C. Section 112(b)(2), 48 CFR Part 31, 23 CFR Part 172, and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name**: Benjamin D. Crawford Title**: President
 Signature:  Date of Certification (mm/dd/yyyy): 12/20/2019
 Email**: ben.crawford@crawford-inc.com Phone Number**: (916) 455-4225

**An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President, a Chief Financial Officer, or equivalent, who has authority to represent the financial information used to establish the indirect cost rate.

Note: *Both prime and subconsultants as parties of a contract must complete their own Exhibit 10-K forms. Caltrans will not process local agency's invoices until a complete Exhibit 10-K form is accepted and approved by Caltrans Audits and Investigations.*

Distribution: 1) Original - Local Agency Project File
2) Copy - Consultant
3) Copy - Caltrans Audits and Investigations

**EXHIBIT 10-K CONSULTANT ANNUAL CERTIFICATION OF
INDIRECT COSTS AND FINANCIAL MANAGEMENT SYSTEM**

(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required.)

Consultant's Full Legal Name: Stantec Consulting Services, Inc.

Important: Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

Indirect Cost Rate:

Combined Rate _____ % OR

Home Office Rate 166.168% % and Field Office Rate (if applicable) 122.790 %

Facilities Capital Cost of Money _____ % (if applicable)

Fiscal period * 1/1/2018 to 12/31/2018

* Fiscal period is annual one year applicable accounting period that the Indirect Cost Rate was developed (not the contract period). The Indirect Cost Rate is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an Indirect Cost Rate(s) for the **fiscal period** as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the indirect cost rate(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31);
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31;
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on Exhibit 10-A.

Financial Management System:

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in Title 23 United States Code (U.S.C.) Section 112(b)(2); 48 CFR Part 31.201-2(d); 23 CFR, Chapter 1, Part 172.11(a)(2); and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost

accounts;

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirement

Cost Reimbursements on Contracts:

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:

- Sanctions and Penalties - 23 CFR Part 172.11(c)(4)
- False Claims Act - Title 31 U.S.C. Sections 3729-3733
- Statements or entries generally - Title 18 U.S.C. Section 1001
- Major Fraud Act - Title 18 U.S.C. Section 1031

All A&E Contract Information:

- Total participation amount \$ _____ on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is ⁵⁰_____.
- Years of consultant’s experience with 48 CFR Part 31 is ²⁰⁽⁺⁾_____.
- Audit history of the consultant’s current and prior years (if applicable)
 - Cognizant ICR Audit Local Gov’t ICR Audit Caltrans ICR Audit
 - CPA ICR Audit Federal Gov’t ICR Audit

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the Indirect Cost Rate Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with Title 23 U.S.C. Section 112(b)(2), 48 CFR Part 31, 23 CFR Part 172, and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name**: Don Craig

Title**: Vice President - Financial Services

Signature: Don Craig
Digitally signed by Don Craig
DN: cn=Don Craig, o=Stantec, ou=Financial Services
email=don.craig@stantec.com, c=US
Date: 2018.08.28 12:25:10 -0400

Date of Certification (mm/dd/yyyy): 06/28/2019

Email**: don.craig@stantec.com

Phone Number**: 617-654-6021

**An individual executive or financial officer of the consultant’s or subconsultant’s organization at a level no lower than a Vice President, a Chief Financial Officer, or equivalent, who has authority to represent the financial information used to establish the indirect cost rate.

Note: **Both prime and subconsultants as parties of a contract must complete their own Exhibit 10-K forms. Caltrans will not process local agency’s invoices until a complete Exhibit 10-K form is accepted and approved by Caltrans Audits and Investigations.**

- Distribution:
- 1) Original - Local Agency Project File
 - 2) Copy - Consultant
 - 3) Copy - Caltrans Audits and Investigations

**EXHIBIT 10-K CONSULTANT ANNUAL CERTIFICATION OF
INDIRECT COSTS AND FINANCIAL MANAGEMENT SYSTEM**

(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required.)

Consultant's Full Legal Name: Points West Surveying Company

Important: Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent's company or subsidiaries.

Indirect Cost Rate:

Indirect Cost Rate: Home Office Rate 124.33 % Field Office Rate (if applicable) _____ %, and Facility Capital Cost of Money _____ % (if applicable) for fiscal period * 1/1/2018-12/31/2018

* Fiscal period is the annual one year accounting period that our Indirect Cost Rate was developed and based on (not the contract period) and that our financial statements are based on.

I have reviewed the proposal to establish an Indirect Cost Rate(s) for the **fiscal period** as specified above and have determined that:

- All costs included in the cost proposal to establish the indirect cost rate(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31);
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31;
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on Exhibit 10-A

Financial Management System:

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in Title 23 United States Code (U.S.C.) Section 112(b)(2); 48 CFR Part 31.201-2(d); 23 CFR Chapter 1, Part 172.11(a)(2); and all applicable state and federal rules and regulations.

Our consultant's financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost accounts;
- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;

- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirements.

Cost Reimbursements on Contracts:

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) may result in possible penalties and sanctions as provided by the following:

- Sanctions and Penalties - 23 CFR Part 172.11(c)(4)
- False Claims Act - Title 31 U.S.C. Sections 3729-3733
- Statements or entries generally - Title 18 U.S.C. Section 1001
- Major Fraud Act - Title 18 U.S.C. Section 1031

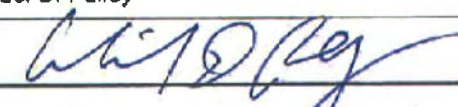
All A&E Contract Information:

- The approximate dollar amount \$ 805,000 of all California government contracts for Architectural & Engineering services, which are subject to the Federal regulations, that the consultant received in the last three fiscal periods in Federal awards.
- The number of states in which the consultant does business is 1.
- Years of consultant's experience with 48 CFR Part 31 is 2.
- Audit history of the consultant (Check all that apply)

| | | |
|---|---|--|
| <input type="checkbox"/> Cognizant ICR Audit | <input checked="" type="checkbox"/> CPA ICR Audit | <input type="checkbox"/> Federal Gov't ICR Audit |
| <input checked="" type="checkbox"/> Consultant's Internal ICR Audit | <input type="checkbox"/> Local Gov't ICR Audit | <input checked="" type="checkbox"/> Caltrans ICR Audit |

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the Standard Indirect Cost Rate Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with Title 23 U.S.C. Section 112(b)(2), 48 CFR Part 31, 23 CFR Part 172, and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name**: Michael D. Pulley

Signature 

Email**: pulley@pointswestsurveying.com

Title**: Vice President, Principal + CFO

Date of Certification (mm/dd/yyyy): 12/17/2019

Phone Number **: 707.840.9510

**An individual executive or financial officer of the consultant's or subcontractant's organization at a level no lower than a Vice President, a Chief Financial Officer, or equivalent, who has authority to represent the financial information used to establish the indirect cost rate.

Note: Both prime and subconsultants as parties of a contract must complete their own Exhibit 10-K forms. Caltrans will not process local agency's invoices until a complete Exhibit 10-K form is accepted and approved by Caltrans Audits and Investigations.

Distribution: 1) Original - Local Agency Project File
2) Copy - Consultant
3) Copy - Caltrans Audits and Investigation

**EXHIBIT 10-K CONSULTANT ANNUAL CERTIFICATION OF
INDIRECT COSTS AND FINANCIAL MANAGEMENT SYSTEM**

(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required.)

Consultant's Full Legal Name: Ghirardelli Associates, Inc

Important: Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

Indirect Cost Rate:

Combined Rate 123.42 % OR

Home Office Rate N/A % and Field Office Rate (if applicable) N/A %

Facilities Capital Cost of Money 0.04 % (if applicable)

Fiscal period * 01/01/2018 - 12/31/2018

* Fiscal period is annual one year applicable accounting period that the Indirect Cost Rate was developed (not the contract period). The Indirect Cost Rate is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an Indirect Cost Rate(s) for the **fiscal period** as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the indirect cost rate(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31);
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31;
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on Exhibit 10-A.

Financial Management System:

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in Title 23 United States Code (U.S.C.) Section 112(b)(2); 48 CFR Part 31.201-2(d); 23 CFR, Chapter 1, Part 172.11(a)(2); and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost

accounts;

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirement

Cost Reimbursements on Contracts:

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:

- Sanctions and Penalties - 23 CFR Part 172.11(c)(4)
- False Claims Act - Title 31 U.S.C. Sections 3729-3733
- Statements or entries generally - Title 18 U.S.C. Section 1001
- Major Fraud Act - Title 18 U.S.C. Section 1031

All A&E Contract Information:

- Total participation amount \$ 71,000,000 on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is 1.
- Years of consultant's experience with 48 CFR Part 31 is 20.
- Audit history of the consultant's current and prior years (if applicable)
 - Cognizant ICR Audit
 - CPA ICR Audit
 - Local Gov't ICR Audit
 - Federal Gov't ICR Audit
 - Caltrans ICR Audit

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the Indirect Cost Rate Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with Title 23 U.S.C. Section 112(b)(2), 48 CFR Part 31, 23 CFR Part 172, and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name**: Alain Charles

Title**: Corporate Controller

Signature: Alain Charles Digitally signed by Alain Charles
Date: 2019.09.25 15:23:10 -0700'

Date of Certification (mm/dd/yyyy): 09/25/2019

Email**: acharles@ghirardelliassoc.com

Phone Number**: 408.435.5503

**An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President, a Chief Financial Officer, or equivalent, who has authority to represent the financial information used to establish the indirect cost rate.

Note: **Both prime and subconsultants as parties of a contract must complete their own Exhibit 10-K forms. Caltrans will not process local agency's invoices until a complete Exhibit 10-K form is accepted and approved by Caltrans Audits and Investigations.**

- Distribution:
- 1) Original - Local Agency Project File
 - 2) Copy - Consultant
 - 3) Copy - Caltrans Audits and Investigations

**EXHIBIT 10-K CONSULTANT ANNUAL CERTIFICATION OF
INDIRECT COSTS AND FINANCIAL MANAGEMENT SYSTEM**

(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required.)

Consultant's Full Legal Name: Chaudhary & Associates, Inc.

Important: Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

Indirect Cost Rate:

Combined Rate _____ % **OR**

Home Office Rate 127.16% % and Field Office Rate (if applicable) 173.46 %

Facilities Capital Cost of Money 2.438 % (if applicable)

Fiscal period * 1/1/2018 - 12/31/2018

* Fiscal period is annual one year applicable accounting period that the Indirect Cost Rate was developed (not the contract period). The Indirect Cost Rate is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an Indirect Cost Rate(s) for the **fiscal period** as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the indirect cost rate(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31);
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31;
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on Exhibit 10-A.

Financial Management System:

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in Title 23 United States Code (U.S.C.) Section 112(b)(2); 48 CFR Part 31.201-2(d); 23 CFR, Chapter 1, Part 172.11(a)(2); and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost

accounts;

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirement

Cost Reimbursements on Contracts:

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:

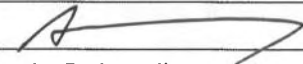
- Sanctions and Penalties - 23 CFR Part 172.11(c)(4)
- False Claims Act - Title 31 U.S.C. Sections 3729-3733
- Statements or entries generally - Title 18 U.S.C. Section 1001
- Major Fraud Act - Title 18 U.S.C. Section 1031

All A&E Contract Information:

- Total participation amount \$ 10,450,000 on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is 1.
- Years of consultant's experience with 48 CFR Part 31 is 20.
- Audit history of the consultant's current and prior years (if applicable)
 - Cognizant ICR Audit
 - Local Gov't ICR Audit
 - Caltrans ICR Audit
 - CPA ICR Audit
 - Federal Gov't ICR Audit

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the Indirect Cost Rate Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with Title 23 U.S.C. Section 112(b)(2), 48 CFR Part 31, 23 CFR Part 172, and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name**: Arvin K. Chaudhary, PE, PLS Title**: President

Signature:  Date of Certification (mm/dd/yyyy): 12/20/2019

Email**: arvin@chaudhary.com Phone Number**: 707-255-2729

**An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President, a Chief Financial Officer, or equivalent, who has authority to represent the financial information used to establish the indirect cost rate.

Note: *Both prime and subconsultants as parties of a contract must complete their own Exhibit 10-K forms. Caltrans will not process local agency's invoices until a complete Exhibit 10-K form is accepted and approved by Caltrans Audits and Investigations.*

Distribution: 1) Original - Local Agency Project File
2) Copy - Consultant
3) Copy - Caltrans Audits and Investigations

EXHIBIT 10-K CONSULTANT ANNUAL CERTIFICATION OF INDIRECT COSTS AND FINANCIAL MANAGEMENT SYSTEM

(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required.)

Consultant's Full Legal Name: WRECO

Important: Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

Indirect Cost Rate:

Combined Rate _____ % OR

Home Office Rate 137.80 % and Field Office Rate (if applicable) 107.80 %

Facilities Capital Cost of Money _____ % (if applicable)

Fiscal period * 01/01/2018 to 12/31/2018

* Fiscal period is annual one year applicable accounting period that the Indirect Cost Rate was developed (not the contract period). The Indirect Cost Rate is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an Indirect Cost Rate(s) for the fiscal period as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the indirect cost rate(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31);
The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31;
The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on Exhibit 10-A.

Financial Management System:

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in Title 23 United States Code (U.S.C.) Section 112(b)(2); 48 CFR Part 31.201-2(d); 23 CFR, Chapter 1, Part 172.11(a)(2); and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost

accounts;

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirement

Cost Reimbursements on Contracts:


I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:

- Sanctions and Penalties - 23 CFR Part 172.11(c)(4)
- False Claims Act - Title 31 U.S.C. Sections 3729-3733
- Statements or entries generally - Title 18 U.S.C. Section 1001
- Major Fraud Act - Title 18 U.S.C. Section 1031

All A&E Contract Information:

- Total participation amount \$ 10,000,000 on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is 1.
- Years of consultant's experience with 48 CFR Part 31 is 22.
- Audit history of the consultant's current and prior years (if applicable)
 - Cognizant ICR Audit
 - CPA ICR Audit
 - Local Gov't ICR Audit
 - Federal Gov't ICR Audit
 - Caltrans ICR Audit

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the Indirect Cost Rate Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with Title 23 U.S.C. Section 112(b)(2), 48 CFR Part 31, 23 CFR Part 172, and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name**: Han-Bin Liang, Ph.D., P.E. Title**: President
 Signature:  Date of Certification (mm/dd/yyyy): 12/17/2019
 Email**: hanbin_liang@wreco.com Phone Number**: (925) 941-0017

**An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President, a Chief Financial Officer, or equivalent, who has authority to represent the financial information used to establish the indirect cost rate.

Note: ***Both prime and subconsultants as parties of a contract must complete their own Exhibit 10-K forms. Caltrans will not process local agency's invoices until a complete Exhibit 10-K form is accepted and approved by Caltrans Audits and Investigations.***

Distribution: 1) Original - Local Agency Project File
 2) Copy - Consultant
 3) Copy - Caltrans Audits and Investigations

EXHIBIT 10-K CONSULTANT ANNUAL CERTIFICATION OF INDIRECT COSTS AND FINANCIAL MANAGEMENT SYSTEM

(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required.)

Consultant's Full Legal Name: T J K M

Important: Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

Indirect Cost Rate:

Combined Rate 175 % OR

Home Office Rate % and Field Office Rate (if applicable) %

Facilities Capital Cost of Money % (if applicable)

Fiscal period * 01/01/2018-12/31/2018

* Fiscal period is annual one year applicable accounting period that the Indirect Cost Rate was developed (not the contract period). The Indirect Cost Rate is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an Indirect Cost Rate(s) for the fiscal period as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the indirect cost rate(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31);
The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31;
The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on Exhibit 10-A.

Financial Management System:

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in Title 23 United States Code (U.S.C.) Section 112(b)(2); 48 CFR Part 31.201-2(d); 23 CFR, Chapter 1, Part 172.11(a)(2); and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost

accounts;

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirement

Cost Reimbursements on Contracts:

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:

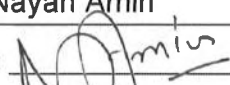
- Sanctions and Penalties - 23 CFR Part 172.11(c)(4)
- False Claims Act - Title 31 U.S.C. Sections 3729-3733
- Statements or entries generally - Title 18 U.S.C. Section 1001
- Major Fraud Act - Title 18 U.S.C. Section 1031

All A&E Contract Information:

- Total participation amount \$ 2,710,325 on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is 1.
- Years of consultant's experience with 48 CFR Part 31 is 6.
- Audit history of the consultant's current and prior years (if applicable)

| | | |
|---|--|---|
| <input type="checkbox"/> Cognizant ICR Audit | <input type="checkbox"/> Local Gov't ICR Audit | <input type="checkbox"/> Caltrans ICR Audit |
| <input checked="" type="checkbox"/> CPA ICR Audit | <input type="checkbox"/> Federal Gov't ICR Audit | |

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the Indirect Cost Rate Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with Title 23 U.S.C. Section 112(b)(2), 48 CFR Part 31, 23 CFR Part 172, and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name**: Nayan Amin
 Signature: 
 Email**: namin@tjkm.com

Title**: President
 Date of Certification (mm/dd/yyyy): 12/20/2019
 Phone Number**: 925.463.0611

**An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President, a Chief Financial Officer, or equivalent, who has authority to represent the financial information used to establish the indirect cost rate.

Note: ***Both prime and subconsultants as parties of a contract must complete their own Exhibit 10-K forms. Caltrans will not process local agency's invoices until a complete Exhibit 10-K form is accepted and approved by Caltrans Audits and Investigations.***

Distribution: 1) Original - Local Agency Project File
 2) Copy - Consultant
 3) Copy - Caltrans Audits and Investigations

**EXHIBIT 10-K CONSULTANT ANNUAL CERTIFICATION OF
INDIRECT COSTS AND FINANCIAL MANAGEMENT SYSTEM**

(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required.)

Consultant's Full Legal Name: DZC Archaeology and Cultural Resource Consulting, LLC

Important: Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

Indirect Cost Rate:

Combined Rate 136.56 % OR

Home Office Rate _____ % and Field Office Rate (if applicable) _____ %

Facilities Capital Cost of Money _____ % (if applicable)

Fiscal period * Jan 1, 2020-Dec 31, 87,48987,4892020

* Fiscal period is annual one year applicable accounting period that the Indirect Cost Rate was developed (not the contract period). The Indirect Cost Rate is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an Indirect Cost Rate(s) for the **fiscal period** as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the indirect cost rate(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31);
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31;
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on Exhibit 10-A.

Financial Management System:

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in Title 23 United States Code (U.S.C.) Section 112(b)(2); 48 CFR Part 31.201-2(d); 23 CFR, Chapter 1, Part 172.11(a)(2); and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost

accounts;

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirement

Cost Reimbursements on Contracts:

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:

- Sanctions and Penalties - 23 CFR Part 172.11(c)(4)
- False Claims Act - Title 31 U.S.C. Sections 3729-3733
- Statements or entries generally - Title 18 U.S.C. Section 1001
- Major Fraud Act - Title 18 U.S.C. Section 1031

All A&E Contract Information:

- Total participation amount \$ 87,489 on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is _____.
- Years of consultant’s experience with 48 CFR Part 31 is _____.
- Audit history of the consultant’s current and prior years (if applicable)
 - Cognizant ICR Audit Local Gov’t ICR Audit Caltrans ICR Audit
 - CPA ICR Audit Federal Gov’t ICR Audit

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the Indirect Cost Rate Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with Title 23 U.S.C. Section 112(b)(2), 48 CFR Part 31, 23 CFR Part 172, and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name**: Dimitra Zalarvis Chase Title**: Owner/CEO

Signature: Dimitra Zalarvis-Chase Digitally signed by Dimitra Zalarvis-Chase Date: 2020.01.03 12:11:14 -08'00' Date of Certification (mm/dd/yyyy): _____

Email**: Dimitra@dzcarc.com Phone Number**: 707-599-9842

**An individual executive or financial officer of the consultant’s or subconsultant’s organization at a level no lower than a Vice President, a Chief Financial Officer, or equivalent, who has authority to represent the financial information used to establish the indirect cost rate.

Note: **Both prime and subconsultants as parties of a contract must complete their own Exhibit 10-K forms. Caltrans will not process local agency’s invoices until a complete Exhibit 10-K form is accepted and approved by Caltrans Audits and Investigations.**

Distribution: 1) Original - Local Agency Project File
2) Copy - Consultant
3) Copy - Caltrans Audits and Investigations

Attachment G – Disclosure of Lobbying Activities (Exhibit 10-Q)

Local Assistance Procedures Manual

EXHIBIT 10-Q
Disclosure of Lobbying Activities

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

| | | |
|--|---|---|
| 1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance | 2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award | 3. Report Type: <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____ |
| 4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known | 5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known | |
| 6. Federal Department/Agency: | 7. Federal Program Name/Description: CFDA Number, if applicable _____ | |
| 8. Federal Action Number, if known: | 9. Award Amount, if known: | |
| 10. Name and Address of Lobby Entity (If individual, last name, first name, MI) (attach Continuation Sheet(s) if necessary) | 11. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI) (attach Continuation Sheet(s) if necessary) | |
| 12. Amount of Payment (check all that apply) \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned | 14. Type of Payment (check all that apply) <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____ | |
| 13. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____ | | |
| 15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11: (attach Continuation Sheet(s) if necessary) | | |
| 16. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/> | | |
| 17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. | | |
| Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____ | | |
| Authorized for Local Reproduction Standard Form - LLL | | |
| Federal Use Only: | | |

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

Attachment H – Liability Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/22/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|---|---|--|--------------------------------------|
| PRODUCER Willis of Massachusetts, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA | CONTACT NAME: PHONE (A/C, No. Ext): 1-877-945-7378 | | FAX (A/C, No): 1-888-467-2378 |
| | E-MAIL ADDRESS: certificates@willis.com | | |
| INSURED GHD Inc. 4747 N. 22nd Street, Suite 200 Phoenix, AZ 85016 | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| | INSURER A: Allied World Assurance Company US Inc | | 19489 |
| | INSURER B: Zurich American Insurance Company | | 16535 |
| | INSURER C: Beazley Insurance Company Inc | | 37540 |
| | INSURER D: | | |
| | INSURER E: | | |
| INSURER F: | | | |

COVERAGES

CERTIFICATE NUMBER: W13951075

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|----------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | 0310-4497 | 12/01/2019 | 12/01/2020 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| B | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> COLL Ded: \$500 <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Comp Ded: \$250 | | | BAP 3757423-04 | 07/01/2019 | 07/01/2020 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired Physical Damag \$ 100000 |
| | UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N No | N/A | WC 0380936-04 | 07/01/2019 | 07/01/2020 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| C | Professional Liability | | | V29594190101 | 12/01/2019 | 12/01/2020 | Each Claim: \$2,000,000 Aggregate: \$4,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

GHD Project no.: 11178579, County of Humboldt On-Call Design Engineering and/or Environmental Services.

County, and its affiliates, directors, officers, officials, partners, representatives, employees, consultants, sub-consultants, agents and landlord are included as Additional Insureds as respects to General Liability and Auto Liability where required by contract or agreement.

CERTIFICATE HOLDER

Humboldt County Department of Public Works
 Attn: Tony Seghetti, Contract Administrator
 1106 Second Street
 Eureka, CA 95501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| |
|---|
| <p>Name of Person or Organization:</p> <p>Where required by written contract</p> |
|---|

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1)** All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2)** That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| |
|--|
| <p>Name of Person or Organization:</p> <p>Where required by written contract</p> |
| <p>Location And Description of Completed Operations:</p> <p>Where required by written contract</p> |
| <p>Additional Premium:</p> <p>N/A</p> |

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

Coverage Extension Endorsement



| Policy No. | Eff. Date of Pol. | Exp. Date of Pol. | Eff. Date of End. | Producer No. | Add'l. Prem | Return Prem. |
|----------------|-------------------|-------------------|-------------------|--------------|-------------|--------------|
| BAP 3757423-04 | 7/1/2019 | 7/1/2020 | 7/1/2019 | | --- | --- |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

All other terms, conditions, provisions and exclusions of this policy remain the same.